BELLSOUTH TELECOMMUNICATIONS
CASE NO. 2000-465
RESPONSE TO AT&T PETITION DATED 110700

File Name	Description
Response	Cover Letter, Certificate of Service, Response, Tab1 (Matrix)
Agree.pdf	Agreement
Att01.pdf	Attachment 1 – Resale
Att02_Pt1.pdf	Attachment 2 - Network Elements and Combinations - Part 1
Att02_Pt2.pdf	Attachment 2 - Network Elements and Combinations - Part 2
Att03.pdf	Attachment 3 – Local Interconnection
Att04.pdf	Attachment 4 - Collocation
Att051.pdf	Attachment 5 - Access to Number and Number Portability
Att06.pdf	Attachment 6 - Connectivity Billing and Recording
Att07.pdf	Attachment 7 - Interface Requirements for Ordering and Provisioning
Att08.pdf	Attachment 8 - Rights of Way, Conduits and Pole Attachments
Att09_Pt1.pdf	Attachment 9 - Performance Measurements - Part 1
Att09_Pt2.pdf	Attachment 9 - Performance Measurements - Part 2
Att09_Pt3.pdf	Attachment 9 - Performance Measurements - Part 3
Att09_Pt4.pdf	Attachment 9 - Performance Measurements - Part 4
Att09_Pt5.pdf	Attachment 9 - Performance Measurements - Part 5
Att09_Pt6.pdf	Attachment 9 - Performance Measurements - Part 6
Att10-14.pdf	Attachment 10 - Bona Fide Request/New Business Request Process Attachment 11 – Acronyms Attachment 12 - Network Security Attachment 13 - BAPCO Agreement Attachment 14 - Alternative Dispute Resolution

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November 7, 2000

Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Petition by AT&T Communications of the South Central States, Inc. and TCG Ohio for Arbitration of Certain Terms and Conditions of a Proposed Agreement With BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252
PSC 2000-465

Dear Mr. Dorman:

Reference is made to BellSouth's Response to AT&T's Petition for Arbitration which was filed on October 30, 2000. It has come to our attention that numerous pages were inadvertently omitted from the attachments to the Response. Pursuant to directions from Commission counsel, BellSouth refiles its Response to the Arbitration in its entirety, including the Response as filed on October 30 and complete copies of the two attachments (the Matrix of Disputed Issues and the Proposed Interconnection Agreement). The original and one copy of today's filing are attached. A copy of the Response and attachments is provided on the enclosed CD(s).

BellSouth regrets any inconvenience.

Sincerely,

Creighton E. Mershon, Sr.

Enclosures

cc: Party of Record

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individual by mailing a copy thereof, this 7th day of November 2000.

Creighton E. Mershon, Sr.

Jim Lamoureux, Esq.
AT&T Communications of the
South Central States, Inc.
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Atlanta, GA 30309

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION BY AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC. AND TCG OHIO FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC. PURSUANT TO 47 U.S.C. SECTION 252	)))))))	CASE NO. 2000-465

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.'S PETITION FOR ARBITRATION

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration filed by AT&T Communications of the South Central States, Inc. ("AT&T") and shows as follows:

INTRODUCTION

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2-6).

Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully conducted negotiations with numerous competitive local exchange companies ("CLECs") in Kentucky. To date, the Kentucky Public Service Commission ("Commission") has approved numerous agreements between BellSouth and CLECs. The nature and extent of these agreements vary depending on the individual needs of the companies, but the conclusion is

inescapable – BellSouth has a record of embracing competition and displaying willingness to compromise and interconnect on fair and reasonable terms.

As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.[1] The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.[2] The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties."[3] A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after the Commission receives the petition.[4] The 1996 Act limits the Commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.[5]

BellSouth and AT&T entered into a three-year Interconnection Agreement ("Agreement") that expired on August 13, 2000. BellSouth and AT&T agreed to continue to operate pursuant to the terms of the Agreement until such time as a new interconnection agreement is approved. Although BellSouth and AT&T negotiated in good faith, the parties have been unable to reach agreement on some issues. As a result, AT&T filed its Petition for Arbitration.

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1 47 U.S.C. § 252(b)(2).

2 *See generally,* 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

3 47 U.S.C. § 252(b)(2).

4 47 U.S.C. § 252(b)(3).

5 47 U.S.C. § 252(b)(4).

Through the arbitration process, the Commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once the Commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to the Commission for approval.[6]

1. BellSouth will respond to each issue identified in the Petition in a manner that will attempt to clearly reflect which unresolved issues remain to be arbitrated by the Commission. Attached to its Response, and incorporated herein by reference as fully as if set out in its entirety, BellSouth has included the following:

a. A revised matrix of the disputed issues. Based on a meeting of the parties held on May 18, 2000, BellSouth believes that AT&T and BellSouth have an agreed-upon statement of the issues, including the wording of the issues, for the Commission's consideration. BellSouth's revised matrix contains an accurate statement of BellSouth's position on each issue.

b. A copy of the true and correct Proposed Interconnection Agreement that indicates the areas of dispute and the areas of agreement. While AT&T filed what it styled as the "Proposed Interconnection Agreement," the parties agreed at the outset of the negotiations that BellSouth would maintain the official version of the interconnection agreement throughout negotiations. The version filed by AT&T with its Petition contains misstatements of the parties' agreement. Consequently,

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[6] 47 U.S.C. § 252(a).

BellSouth has filed its Proposed Interconnection Agreement with its Response and proposes that the Commission use this Agreement for purposes of deliberation in this matter.

PARTIES

2. On information and belief, BellSouth admits the allegations set forth in Paragraph 2 of the Petition.

3. On information and belief, BellSouth admits the allegations set forth in Paragraph 3 of the Petition.

4. AT&T's Petition sets forth two Paragraphs that are identified as Paragraph No. 4 – one under the heading "Parties" and one under the heading "Jurisdiction." BellSouth admits the allegations set forth in the Paragraph 4 of the Petition that appears under the heading "Parties."

JURISDICTION

4. AT&T's Petition sets forth two Paragraphs that are identified as Paragraph No. 4 – one under the heading "Parties" and one under the heading "Jurisdiction." In response to the allegations set forth in the Paragraph 4 of AT&T's Petition that appears under the heading "Jurisdiction," BellSouth admits that the Commission has jurisdiction over this matter. BellSouth further admits that AT&T formally requested negotiations with BellSouth on May 3, 2000, and that the Petition for Arbitration is timely filed. BellSouth also admits that the statutory deadline for resolution of this matter by the Commission is February 3, 2001.

STATEMENT OF THE CASE

5. In response to Paragraph 5 of AT&T's Petition, BellSouth states that the provisions of the 1996 Act, and the requirements and obligations set forth therein, speak for

themselves and allegations concerning them require neither an admission nor a denial on the part of BellSouth. BellSouth certainly admits that one of the intended purposes of the 1996 Act is to promote competition, but denies any implication that such competition is limited to local exchange competition.

6. BellSouth denies the allegations in Paragraph 6 of AT&T's Petition. Specifically, BellSouth denies that "there still is little competition in Kentucky's local telephone market." To the contrary, competition in Kentucky is thriving. As of August 31, 2000, BellSouth estimated that 73 different Kentucky CLECs were providing approximately 78,991 local exchange service lines to Kentucky business and residential customers. Fifteen (15) CLECs were providing service almost exclusively over their own facilities. Of those lines provided by facilities-based providers, BellSouth estimates that CLECs were providing approximately 837 local exchange lines to residential customers in Kentucky. On the other hand, however, BellSouth is certainly willing to admit that AT&T has done essentially nothing to advance local competition in Kentucky and specifically nothing to provide local residential telephone service to the citizens of Kentucky. BellSouth admits that four years have indeed passed since the 1996 Act was enacted, but states that AT&T has had an approved interconnection agreement in Kentucky, an agreement that AT&T signed, for approximately three years. Notwithstanding this, AT&T has done essentially nothing to bring alternative local telephone service to customers in Kentucky, and particularly residential customers. Its self-serving statement in paragraph 6 is just that, self-serving. It completely misstates what has happened in Kentucky and the progress that has been made, without any assistance from AT&T, in delivering alternative telephone service to Kentucky. With respect to the remaining allegations in Paragraph 6 of AT&T's Petition, BellSouth admits that its interconnection agreements comply with Sections 251 and 252 of the

1996 Act. BellSouth denies the remaining allegations in Paragraph 6 of AT&T's Petition. BellSouth specifically denies that its conduct has prevented AT&T (or any CLEC) from entering the residential local market. To the contrary, while AT&T has not chosen to compete in a meaningful way, numerous other CLECs, as described above, are participating in the local exchange market in Kentucky.

STANDARD OF REVIEW

7. BellSouth admits that the arbitration is governed by Sections 251 and 252 of the 1996 Act. By way of further response, BellSouth states that Sections 251 and 252 of the 1996 Act and the FCC's rules speak for themselves and therefore any allegations regarding these sections require neither an admission nor denial by BellSouth.

8. BellSouth denies that Section 251 of the 1996 Act requires BellSouth to provide combinations of elements at cost-based rates. Rather, Section 251 obligates BellSouth to provide currently combined combinations at cost-based rates. As for the remainder of AT&T's allegations in Paragraph 8, BellSouth states that the 1996 Act speaks for itself and any allegations by AT&T regarding the 1996 Act require neither admission nor denial.

THE NEGOTIATIONS

9. BellSouth admits the allegations in Paragraph 9 of AT&T's Petition.

10. BellSouth admits the allegations in Paragraph 10 of AT&T's Petition. By way of further response, BellSouth states that the parties have met a myriad of times in an effort to renegotiate the agreement.

11. BellSouth admits the allegations in Paragraph 11 of AT&T's Petition.

12. BellSouth is without sufficient knowledge or information to admit or deny the allegations in Paragraph 12 of AT&T's Petition, and therefore denies the same. By way of

further response, BellSouth states that at the outset of the negotiations, the parties agreed that BellSouth would maintain the official version of the Agreement and would be responsible for incorporating changes and updates to the draft. In an effort to present the Commission with the most accurate information available, BellSouth has attached the most up-to-date version of the official draft Agreement. As set forth above, BellSouth also has attached and incorporated herein by reference as fully as if set out in its entirety, a revised matrix for the Commission's review.

13. AT&T's Petition does not set forth a Paragraph 13.

ISSUES IN DISPUTE

14. BellSouth admits that the parties have reached resolution on a substantial number of issues. BellSouth denies the remaining allegations in Paragraph 14 of AT&T's Petition. BellSouth specifically denies that it has failed in any way to comply with Commission orders or directives. BellSouth sets forth all of the issues it believes remain unresolved, as well as its and AT&T's positions on those issues, in Attachment 1.

REQUESTED COMMISSION ACTION

15. BellSouth admits that the Commission should establish a procedural order for the arbitration, and should arbitrate the unresolved issues between AT&T and BellSouth within the timetable specified in the 1996 Act. BellSouth denies any remaining allegations in Paragraph 15 of AT&T's Petition.

16. Any allegations contained herein not specifically admitted are hereby denied.

WHEREFORE, BellSouth respectfully requests that the Commission enter an order in favor of BellSouth on each of the issues set forth herein, and grant BellSouth such other relief as the Commission deems just and proper.

Respectfully submitted, this 30th day of October 2000.

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ATTACHMENT 1
Issues for Arbitration between AT&T and BellSouth
Kentucky Case No. 2000-465

	Issue	AT&T Position	BellSouth Position
1.	Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation? (Attachment 3, §6.1.3)	ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP traffic as intrastate for jurisdictional separation purposes.	No. The FCC has definitively determined that ISP traffic is interstate in nature. Therefore, such traffic should not be treated as local for purposes of reciprocal compensation. Alternatively, the parties should track the minutes of ISP traffic exchanged and true up the amount of compensation owed, if any, based on an effective rule promulgated by the FCC.
2.	What are the appropriate performance measurements and enforcement mechanisms that BellSouth should implement? (Performance Measures, Attachment 9)	For AT&T to ensure its customers receive service equal in quality to that received by BellSouth customers, BellSouth must establish that it offers non-discriminatory support for total service resale, use of unbundled network elements (UNE's), and access to OSS. BellSouth should be required to provide an effective performance measurement methodology that contains: - A comprehensive set of comparative measurements that provides for disaggregation of its data to permit meaningful comparisons and full disclosure. - Business rules and calculations which reveal true	The Service Quality Measurements proposed by BellSouth incorporate the measurements requested by telecommunications carriers such as AT&T and measurements adopted by state Commissions within the BellSouth region. These measurements, as well as the business rules utilized to calculate the measurements, represent a comprehensive look at the service provided to telecommunications carriers. BellSouth provides access to the raw data utilized to calculate the measurements and has worked hand in hand with AT&T and other telecommunications carriers in the development of an appropriate statistical methodology.

		performance and customer experiences. - A sound methodology for establishing benchmarks and designating appropriate retail analogs. - Statistical procedures that balance the possibility of concluding BellSouth favoritism exists when it does not with concluding there is no BellSouth favoritism when there is. - AT&T access to all the raw data that BellSouth uses for its CLEC performance reporting. Further, BellSouth should adopt an appropriate system of self-enforcing consequences to assure that the competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive. The consequences must provide BellSouth with incentives sufficient to prevent BellSouth from inhibiting competition through discriminatory treatment of CLECs. Such consequences must be immediately imposed upon a demonstration of poor BellSouth performance. A self-enforcing system of consequences is needed to assure that BellSouth has appropriate incentives to comply, on an ongoing basis, with its Section 251 obligations to provide CLECs with non-discriminatory	BellSouth does not believe that the issue of appropriate, if any, enforcement mechanisms is an appropriate issue for arbitration and resolution by this Commission. Without waiving its right to assert its legal position, BellSouth has voluntarily proposed enforcement mechanisms for inclusion in the AT&T/BellSouth Interconnection Agreement. The proposed enforcement mechanisms include the key, outcome oriented service quality measures and include either benchmarks or retail analogs as standards. The mechanisms are designed to prevent BellSouth from backsliding on delivery of service to AT&T once BellSouth has attained interLATA authority from the FCC. The remedies proposed are meaningful remedies designed to be, if applied, of significant impact to BellSouth.

		support regardless of whether a section 271 application has been made or approved. AT&T proposes the AT&T Performance Incentive Plan as the enforcement mechanism.	
3.	Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the KPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? (Performance Measures, Attachment 9)	BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should be conducted and paid for 50% by BellSouth and 50% among the CLECs participating in the audit. Additionally, AT&T may request additional audits when performance measures are changed or added, to be paid for by BellSouth. Additionally, audits of individual measures should be conducted. The cost of a "mini-audit" shall be paid by AT&T unless the audit determines that BellSouth is not in compliance with the terms of the Agreement.	BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2000-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications: (1) the cost shall be borne 50% by BellSouth and 50% by the CLECs; (2) the independent third party auditor shall be selected with input from BellSouth, the Commission and the CLECs; and (3) BellSouth, the Commission and the CLECs shall jointly determine the scope of the audit. More frequent audits are not reasonable in view of the tremendous number of CLEC interconnection agreements into which BellSouth has entered.
4.	What does "currently combines" mean as that phrase is used in 47 C.F.R. §51.315(b)? (UNEs Attachment 2, §2.7.1, and 2.9)	The Commission should allow AT&T to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at	In the FCC's Third Report and Order, the FCC confirmed that BellSouth presently has no obligation to combine network elements for CLECs when those elements are not currently combined in BellSouth's

		TELRIC rates. BellSouth should not be allowed to restrict AT&T from purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term "currently combines" that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market.	network. The FCC rules, 51.315(c)-(f), that purported to require incumbents to combine unbundled network elements were vacated by the Eighth Circuit Court of Appeals and were not appealed to or reinstated by the Supreme Court. The question of whether those rules should be reinstated is pending before the Eighth Circuit, and the FCC explicitly declined to revisit those rules at this time. Third Report and Order, ¶ 481. The FCC also confirmed that when unbundled network elements, as defined by the FCC, are currently combined in BellSouth network, BellSouth cannot separate those elements except upon request. 47 C.F.R. § 51.315(b). For example, when a loop and a port are currently combined by BellSouth to serve a particular customer, that combination of elements must be made available to CLECs. According to the FCC, requesting carriers are entitled to obtain such combinations "at unbundled network element prices." Id. at ¶ 480. There is no legal basis for the KPSC to adopt an expansive view of "currently combined" so as to obligate BellSouth to combine elements for CLECs. As the FCC made clear in its Third Report and

			Order, Rule 51.315(b) applies to elements that are "in fact" combined. See id. ¶ 480 ("To the extent an unbundled loop is in fact connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form"). The FCC declined to adopt the definition of "currently combined," that would include all elements "ordinarily combined" in the incumbent's network. Id. (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined'...").
5.	Should BellSouth be permitted to charge AT&T a "glue charge" when BellSouth combines network elements? (UNEs, Attachment 2, Section 2.9)	BellSouth should not impose any additional charge on AT&T for any combination of network elements above the TELRIC cost of the combination.	See BellSouth's response to Issue 4, which is incorporated herein by reference as fully as if set out in its entirety.
6.	Under what rates, terms, and conditions may AT&T purchase network elements or combinations to replace services currently purchased from BellSouth tariffs? (UNEs, Attachment 2, §2.12, 2.13, 2.14, and 2.18)	Pursuant to FCC Orders, AT&T is permitted to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The price to purchase network elements and combinations in such situations should be the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring price of the appropriate network elements or combinations. BellSouth	Without waiver of its ability to avail itself of any available legal remedies, and in conformance to the guidelines set forth by the FCC in CC Docket No. 96-98 UNE Remand Orders dated Nov. 5, 1999 and Nov. 24, 1999, BellSouth will convert services currently purchased on a month to month basis by AT&T, or a BellSouth end user changing its service provider to AT&T, to the

		should not be permitted to place obstacles in the way of AT&T's ability to convert such services to network elements and combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that AT&T is able to replace services with network elements/combinations of network elements.	extent possible on a mechanized basis at a record change charge. As to services provided to AT&T or to a BellSouth end user changing its service provider to AT&T under a volume and term agreement or other contract basis, BellSouth will convert the services to the UNEs ordered by AT&T upon AT&T's payment of the appropriate early termination liabilities set forth in the volume and term agreement or contract.
7.	How should AT&T and BellSouth interconnect their networks in order to originate and complete calls to end-users? (Local Interconnection, Attachment 3, §1)	AT&T and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the imbalanced situation where AT&T incurs the expense of connecting throughout BellSouth's network, while BellSouth incurs the much lower cost of connecting at the edge of AT&T's network. AT&T's proposal also avoids use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. AT&T's proposal requires the two parties to work out a transition plan to "groom" the two networks.	BellSouth offers interconnection in compliance with the requirements of the FCC rules and regulations as well as any state statute or regulation. Interconnection can be through delivery of facilities to a collocation or fiber meet arrangement or through the lease of facilities. Interconnection for AT&T originated traffic must be accomplished through at least one interface within each BellSouth LATA and may be at an access tandem or local tandem. BellSouth, at its option, may designate one or more interfaces on its network for the delivery of its originating traffic to AT&T. BellSouth should not be required to incur additional unnecessary cost as a result of the selection of interconnection points by AT&T. If AT&T requires BellSouth to haul BellSouth originating traffic from the originating local calling area

			to a point of interconnection outside that local calling area, AT&T should be financially responsible for the facilities necessary to accomplish this.
8.	What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations? (UNEs Attachment 2, §5.2)	BellSouth should cooperate with AT&T, upon request, in establishing a single point of interconnection on a case-by-case basis at multiunit installations. Where such points of interconnection do not exist, BellSouth should construct such points of interconnection and AT&T should be charged no more than its fair share, as one service provider using this facility, of the forward-looking price. The single point of interconnect should be fully accessible by AT&T technicians without the necessity of having a BellSouth technician present.	Without waiver of its ability to avail itself of any available legal remedies, BellSouth will perform in conformance with the guidelines of 47 CFR §51.319(a)(2)(E) as set forth by the FCC in CC Docket No. 96-98 UNE Remand Order. BellSouth disagrees with AT&T's reading of the FCC's Order to require all local service providers, including BellSouth, to access sub-loop elements in exactly the same manner. The Order requires BellSouth, if the parties cannot agree otherwise, to establish a single point of interconnection accessible by multiple, but not necessarily all, local service providers. BellSouth is not required to provide CLECs identical access to its network as it uses for itself. This is true not only for unbundled sub-loop elements but for all unbundled network elements. BellSouth has proposed the use of an access terminal as a reasonable means of giving CLECs the access to unbundled sub-loop elements without sacrificing the security and reliability of the network which would result were AT&T's proposed form of access to be adopted.
9.	Should AT&T be permitted to charge	Yes. When AT&T's switches serve a geographic area	AT&T must demonstrate to the Commission that (1) its

	tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch? (Local Interconnection, Attachment 3, Section 1.1.2)	comparable to that served by BellSouth's tandem switch, then AT&T should be permitted to charge tandem rate elements.	switch serves a comparable geographic area and (2) the switch performs functions similar to those performed by BellSouth's tandem switch. Simply being capable of serving a comparable geographic area or of performing tandem switching functions is not sufficient evidence.
10.	What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities? (UNEs, Attachment 2, Section 3.15.2)	When existing loops are provisioned on digital loop carrier facilities, and AT&T requests such loops in order to provide xDSL service, BellSouth should provide AT&T with access to other loops or subloops so that AT&T may provide xDSL service to a customer.	In the case where an existing loop is provisioned on a BellSouth DLC facility, and the existing loop cannot provide xDSL capable service, BellSouth is not required to provide AT&T alternative loops to allow AT&T to provide service over that loop. AT&T would be required to purchase an xDSL capable loop through a separate and distinct ordering process.
11.	What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to AT&T? (UNEs, Attachment 2, Section 3.5 et seq.)	The coordinated cut-over process proposed by AT&T should be implemented to ensure accurate, reliable, and timely cut-overs. BellSouth's proposed process does not ensure that customers switching from BellSouth to AT&T receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.	The coordinated cut over process proposed by BellSouth does ensure accurate, reliable and timely cut-overs. BellSouth's current SQMs measure BellSouth's performance in this area and sufficiently demonstrate that AT&T customers switching from BellSouth receive non-discriminatory treatment.
12.	When a local call originates on the facilities of a CLEC and terminates to an AT&T customer served by a loop/port combination purchased by AT&T	Due to the complexities and expense of recording and billing for reciprocal compensation on UNE-switched calls, AT&T believes that bill and keep should be used for local calls originated from and terminated to AT&T	When the end user of a facilities-based CLEC calls an AT&T local end user where AT&T is not providing its own facilities, but rather is using a UNE-P purchased from BellSouth to terminate the call, BellSouth should be

	from BellSouth, who is responsible for paying for each element of the networks used to place and complete the call and which party, if any, is entitled to collect reciprocal compensation for the call? (Local Interconnection, Attachment 3, Section 6.1.2; Billing & Recording, Attachment 6, §2.1.6; Exhibit E)	when it uses BellSouth's UNE switching. Other telecommunication carriers who originate or terminate calls to AT&T end-users served by UNE switching will be unable to determine that such calls went to AT&T as opposed to BellSouth. All call records will continue to look like they were made to BellSouth.	permitted to charge AT&T for the UNEs AT&T uses, and AT&T should then charge the originating CLEC reciprocal compensation for terminating the call for the CLEC (or enter into a bill and keep arrangement with the CLEC). When AT&T terminates a call using BellSouth's local switching, BellSouth will provide the necessary recorded information to enable AT&T to bill the other carriers the charges those carriers have incurred. When AT&T leases circuit switching from BellSouth, AT&T is entitled to all revenues associated with terminating calls for other carriers and is obligated in turn to pay BellSouth for the network elements used.
13.	What is the appropriate treatment of outbound voice calls over internet protocol ("IP") telephony, as it pertains to reciprocal compensation? (Local Interconnection, Attachment 3, §6.1.9)	Until the FCC issues rules on how IP traffic is to be treated, no restrictions should be imposed. Further, there is no way to measure and record such traffic as requested by BellSouth. In any event, this is not a proper subject for negotiation in an interconnection agreement.	As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP Telephony are long distance calls, access charges should apply, irrespective of the technology used to transport them.
14.	What are the appropriate intervals for the delivery of collocation space to AT&T? (Collocation, Attachment 4, §6.4)	FCC rules require that BellSouth provide collocation within intervals no greater than the best practice intervals of other ILECS. Accordingly, BellSouth should provide collocation within the following intervals: (1) virtual and	In its October 6, 2000 Order in Case No. 2000-461, the Commission approved a BellSouth tariff for the provision of physical collocation called Physical Expanded Interconnection Service. The terms and

		cageless: 60 calendar days; (2) Physical (caged): 30 calendar days if AT&T does the construction; 90 calendar days if BellSouth does the construction. In the event of unforeseen circumstances, BellSouth should apply to the KPSC for suspension of or relief from the intervals.	conditions of that tariff, including without limitation the intervals set forth in that tariff, should apply. Notwithstanding the foregoing, to the extent that AT&T seeks collocation space under terms and conditions not otherwise covered by this tariff, BellSouth has proposed an interval of no greater than 100 calendar days for the provision of physical collocation arrangements under ordinary conditions. Such a proposal is reasonable and necessary.
15.	When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building? (Collocation, Attachment 4, §1.6)	Yes. When BellSouth and AT&T facilities are in close proximity, in order to achieve network efficiency, AT&T should be able to cross connect its network directly from its space to BellSouth's space without having to purchase collocation space from BellSouth.	No. AT&T's proposal has the effect of expanding the definition of premises beyond that which is required by the FCC regulations or that which is necessary. AT&T simply wishes to take advantage of its former corporate ownership of BellSouth. BellSouth's agreement to AT&T's terms would cause BellSouth to provide AT&T with more favorable treatment than other new entrants.
16.	Is conducting a statewide investigation of criminal history records for each AT&T employee or agent being considered to work on a BellSouth premises a security	No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing	Yes. BellSouth performs criminal background checks on its employees prior to hiring and as such can require AT&T to do the same in order for AT&T to have unescorted access to the central offices and other premises that house the public switched network.

	measure that BellSouth may impose on AT&T? (Collocation, Attachment 4, §11.1, 11.2, 11.4, 11.5)	collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to AT&T. Further, AT&T is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by AT&T's employees or agents.	Such security requirements are reasonable in light of the assets being protected as well as the number of new entrants and other telecommunications carriers relying on the integrity and reliability of BellSouth's network. AT&T's offer to indemnify BellSouth for bodily injury or property damage is not sufficient in light of the asset at risk.
17.	Unless otherwise specified, where Attachment 4 regarding collocation refers to days, should those days be calendar days or business days? (Collocation, Attachment 4, §1.1.1)	Days should be calendar days. Business day intervals are inherently longer and less predictable than calendar day interval thereby delaying delivery of collocation space within a reasonable timeframe.	Unless otherwise specified (for example, see BellSouth's response to Issue 14), days should be business days. Given the nature and complexity of the tasks to be completed, business days are reasonable.
18.	Has BellSouth provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE? (UNEs, Attachment 2, §7)	No. BellSouth does not provide AT&T adequate customized routing. BellSouth has not provided sufficient information on its untested AIN solution, including rates. If BellSouth's proposal is line class codes ("LCC's"), this solution may not be viable in every central office. Thus, until these methods are proven viable, AT&T may purchase OS/DA as an unbundled network element.	Yes. BellSouth has available both an AIN solution for customized routing as well as the LCC solution that was advocated by AT&T during the last round of arbitrations. AT&T participated in testing BellSouth's AIN customized routing solution.
19.	What procedure should be established for AT&T to obtain loop-port combinations (UNE-P) using both Infrastructure and Customer Specific	BellSouth should accept from AT&T two types of orders, 1) an Infrastructure Provisioning Order and 2) a Customer Specific Provisioning Order. The Infrastructure Provisioning Order (which consists of an Infrastructure Footprint Form	BellSouth has proposed a procedure whereby AT&T can order loop/port combinations using BellSouth OS/DA platform and AT&T branding. BellSouth is not opposed to AT&T making a one-time designation to

	Provisioning? (Attachment 7, §3.20 – 3.24)	and an Operator Services and Directory Assistance Questionnaire) notifies BellSouth of the common use of Network Elements and Combinations that AT&T will require geographically by End Office, Rate Center, LATA or State. The Footprint Order should be acknowledged within 24 hours and responded to within 5 business days thereafter. The Customer Specific Provisioning Order should be the LSR. LSRs for UNE-P should be received electronically, provided with ordering flow-through and provisioned at parity with BellSouth retail. Electronic LSRs with flow through ordering should be available for orders using either an unbranded or an AT&T branded platform.	BellSouth to have all of AT&T's end user calls routed to the appropriate OS/DA platform. AT&T, however, refuses to make a single designation and seeks instead a variety of OS/DA routing plans. Therefore, AT&T should be required to populate the appropriate line class code on the LSR submitted to the LCSC. If AT&T decided upon, and communicated, a single OS/DA routing plan, then BellSouth could determine the appropriate line class code and AT&T would not be required to provide such code on the LSR. AT&T will not, however, make such a designation.
20.	May the Interconnection Agreement contain conditions on the purchase of any BellSouth exchange? (General Terms and Conditions, §24.2)	The rates, terms, and conditions of this Agreement should govern the relationship between AT&T and the third party purchaser. BellSouth should not be permitted to remove the benefits of competition from a territory by selling it to another party that may assert a rural exemption or undermine AT&T's investment in competition by changing the rules. Further, AT&T should not be faced with the uncertainty of negotiating a completely new set of terms and conditions with another provider who purchases a BellSouth local exchange. Similarly, this	The contract language proposed by AT&T is unduly burdensome on BellSouth and any prospective purchaser of a BellSouth exchange. The requirements of the Act, including section 251(h), should apply.

		Commission should not be required to review new sets of terms and conditions each time there is a sale of a local exchange.	
21.	Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement? (General Terms and Conditions, §16.1)	More issues will arise now that AT&T is entering the market and will need to be resolved quickly. These issues will be more business oriented and less policy oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes.	This issue is not an appropriate subject for arbitration because it does not address any obligation imposed upon BellSouth by the Telecommunications Act of 1996. Without waiving the foregoing, BellSouth has had experience with commercial arbitration in the resolution of disputes under interconnection agreements negotiated pursuant to 47 USC §252 and has found such arbitration to be expensive and unduly lengthy in nature. The 8th Circuit Court of Appeals, in Iowa Utilities Bd., as well as the 5th Circuit Court of Appeals, in Southwestern Bell Tel. Co. v. Public Util. Comm'n of Texas, et al. at 208 F.3d 475, 479-80, ruled that the Commission is charged with the authority to resolve disputes relating to interconnection agreements and BellSouth should not be forced to waive its right to seek resolution of such issues before the Commission.
22.	Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations: (OSS, Attachment 7,	Yes. Change Control should apply to the entire range of transactions required between AT&T and BellSouth in order for AT&T to utilize Services and Elements. Both electronic and manual interfaces and processes are required to establish and maintain a	The terms and conditions of the CCP, as well as the subjects to which it should apply, should be negotiated between the CCP committee members and cannot be properly arbitrated in a proceeding that involves only BellSouth and AT&T.

	Exhibit A)	business relationship with BellSouth and conduct day-to-day business transactions. A comprehensive Change Control Process should provide "cradle to grave" coverage of the life cycle of an interface or process, and its supporting documentation (such as specifications, business rules, methods, and procedures). Thus, implementation of new interfaces, management of interfaces in production (including defect correction), and the retirement of interfaces should be addressed. Change Control should provide a normal process, an exception process, an escalation process, and a dispute resolution process with ultimate recourse to the Commission, mediation, or court adjudication. Additionally, a process by which the Change Control Process can be changed should be specified. The existing Electronic Interface Change Control Process (EICCP) and the Interim Change Control Process (I-CCP) has proposed are not comprehensive. AT&T's proposal and the existing EICCP/I-CCP coverage are compared below.	Subject to this, BellSouth will respond to the individual items AT&T has identified through separate responses given below. To the extent such issues are arbitrated, the current CCP is more than adequate to serve the needs of the CLEC community and address AT&T's concerns.

Situation	**AT&T Position**	**BellSouth's Position**
a) introduction of new electronic interfaces?	Yes. The change control process should address the	This subpart is addressed in the CCP today.

	introduction of new electronic interfaces.	
b) retirement of existing interfaces?	Yes. The change control process should address the retirement of existing interfaces.	This subpart is addressed in CCP today.
c) exceptions to the process?	Yes. The change control process should address exceptions to the process.	The CCP is comprehensive and addresses 6 types of change requests. There is no value in adding an additional type for exceptions.
d) documentation, including training?	Yes. The change control process should include more detail pertaining to documentation of interfaces, including training in the use of such interfaces.	Documentation for the interfaces is addressed in CCP. BellSouth is responsible for training and will update training documentation as needed when there are changes to the interfaces.
e) defect correction?	Yes. The change control process should address defect corrections found in existing interfaces.	This subpart is addressed in CCP today.
f) emergency changes (defect correction)?	Yes. The change control process should address defect corrections and provide emergency changes in existing interfaces.	It is not clear how this sub issue differs from the preceding issue. Defect correction is addressed in CCP today. Expedites are also addressed in CCP.
g) an eight step cycle, repeated monthly?	Yes. The change control process should include a detailed eight step	This subpart is addressed in CCP today. Type 1 issues have a 6-

	process to implement changes in interfaces.	step process, Type 2-5 issues have a 10-step process, and Type 6 issues have an 8-step process. Each process has the appropriate number of steps as well as appropriate time frames to accomplish each step.
h) a firm schedule for notifications associated with changes initiated by BellSouth?	Yes. The change control process should include a provision for the firm schedule of notifications associated with changes initiated by BellSouth.	This subpart is addressed in CCP today. Software release notifications and documentation changes for business rules will be provided 30 days or more in advance of the implementation date for CLEC-impacting changes.
i) a process for dispute resolution, including referral to state utility commissions or courts?	Yes. The change control process should include a detailed process for dispute resolution, including referral to a dispute resolution process.	This subpart is addressed in CCP today. In the event that an issue is not resolved through the CCP's escalation process, BellSouth and the affected CLEC(s) will form a Joint Investigative Team of Subject Matter Experts within one week. If the dispute cannot be resolved after this step, then either party may file a formal complaint

		with the appropriate state commission.
j) a process for the escalation of changes in process	Yes. The change resolution process should include a detailed process to deal with escalation of changes needed in interfaces.	This subpart is addressed in CCP today.
k) testing support and a testing environment	Yes. The processes and testing environments provided by BellSouth for use in CLEC certification and pre-release testing should be subject to the Change Control Process. The pre-release environment should be available to CLECs 30 days prior to the implementation of any new release.	This subpart is addressed in CCP today.
l) provision of a trouble number for Type 1 events	Yes. BellSouth should provide a unique trouble tracking number for each Type 1 event.	This is being implemented in CCP.
m) a process for the cancellation, rejection, or reclassification of CLEC change requests	Yes. BellSouth should not be allowed the ability to unilaterally cancel, reject or reclassify CLEC initiated requests. BellSouth should be required to present its rationale	This subpart is addressed in CCP today. BellSouth may reject change requests for costs, industry direction or technically not feasible to implement and will provide notification

	for any proposed action to the industry at a Monthly Change Review meeting, receive input from the industry, and then in conjunction with the request initiator agree upon the disposition of the request.	to the originating party. The rejection reason will be shared with the CLECs for input. If requested, Subject Matter Experts will meet with CLECs to address the reason for rejection and discuss alternatives. If the CLEC objects to BellSouth's actions, the dispute resolution process is then available.
n) a process for prioritization and assignment of change requests to future releases for implementation	Yes. All change requests prioritized by the industry should be assigned according to that prioritization to as many future releases as necessary. This process should occur on a fixed recurring basis and be the driver for the determination of the need for and timing of new releases.	This subpart is addressed in CCP today.
o) a process for changing the process	Yes. The Change Control Process should itself be subject to necessary change through a timely process that provides for an orderly, informed vote by all	This subpart is addressed in CCP today.

	interested participants.	

23.	What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided? (OSS, Attachment 7, Exhibit A)	The issues AT&T is bringing forward for arbitration have been at issue between the parties for various periods of time. The current EICCP process is hostage to BellSouth's default power to implement or not implement any change at its option. This default power exists because the EICCP process is not subject to regulatory oversight. Only arbitration provides AT&T with a means by which it can obtain the requested capabilities from BellSouth in an assured and timely manner. Further, in the absence of a binding methodology by which the industry can effect change, change can only be initiated by the actions of two parties which can then be expanded to incorporate others.	Issues such as those delineated in this issue should be resolved in the CCP. These are industry issues more properly resolved in another forum and not in this two-party arbitration.
	a) parsed customer service records for pre-ordering?	BellSouth should provide parsed customer service records for preordering pursuant to industry standards. AT&T needs this in order to fully integrate its ordering systems with BellSouth's and obtain the functionality now available to BellSouth. BellSouth's internal systems parse the sections and fields of the CSR as needed to meet software program requirements precluding the need for service representatives to re-enter CSR information when	This subpart is before the CCP. A CCP Change Request was submitted by AT&T requesting a parsed customer service record via TAG. A joint CLEC team under the management of CCP began in October 2000 on the parsing of the CSR. BellSouth currently provides the CLECs a stream of data via TAG. The stream of data is identified by section with each line uniquely identified and delimited. This is consistent with the data

		processing orders. This item has been an industry standard since the publication of the LSOG3 guidelines.	provided to BellSouth's retail units. .
	b) ability to submit orders electronically for all services and elements?	BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives type their requests into a front end system (DOE or SONGS), which sends the request to SOCS, which then accepts valid requests and issues the required service orders. Examples of instances in which AT&T requires electronic ordering capability are the UNE Platform, handling of remaining service on partial migrations, use of LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.	Requests for changes or revisions to BellSouth's electronic interfaces to its OSS should be submitted through the CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the CCP, the CCP would be the appropriate forum to handle such a request. With that said, non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions.
	c) electronic processing after electronic ordering,	BellSouth should provide electronic processing after electronic ordering. See (b),	Requests for changes or revisions to BellSouth's electronic interfaces to its

	without subsequent manual processing by BellSouth personnel?	above. Examples of instances in which AT&T submits electronic orders that are subsequently processed manually include LNP, UNE-P with LCC, migrations merging existing accounts, related orders. AT&T has submitted change control requests and participated in other discussions aimed at improving the subsequent manual process pending full automation. Examples include worklist mechanization and a Flow-through Mechanization Project.	OSS should be submitted through the CCP. This process allows BellSouth and the CLEC community to review, prioritize and manage changes and revisions to the electronic interfaces based on the needs of the CLEC participants. The CLEC participants control this process and the associated timelines. Although to BellSouth's knowledge no CLEC has submitted this request to the CCP, the CCP would be the appropriate forum to handle such a request. With that said, non-discriminatory access to BellSouth's OSS does not mean that all services and elements must be ordered electronically with no manual handling. Some services, such as complex services, require manual handling by BellSouth's account teams for BellSouth retail customers. Processing of requests for CLECs may also require some manual processing for these same functions. Local service requests for some types of services are submitted electronically but "fall out" by design for processing. Even though the requests by design "fall out" for processing, electronic submission of the request improves the overall efficiency and effectiveness of order processing.
24.	Should BellSouth	Yes. TAFI is a non-	BellSouth has provided

	provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA? (OSS, Attachment 7, §4.2)	integrateable interface so AT&T must make additional entries into its own maintenance and repair systems, while BellSouth need only make this entry once. EBI/ECTA is a machine-to-machine interface capable of integration but with limited functional capabilities. It is technically feasible to provide the full suite of TAFI functions via EBI/ECTA.	AT&T with complete access to TAFI and has complied with the current standards for ECTA. Future enhancements to ECTA shall be through the CCP.
25.	Should AT&T be allowed to share the spectrum on a local loop for voice and data when AT&T purchases a loop/port combination and if so, under what rates, terms and conditions? (UNEs, Attachment 2, §3.8)	Yes. BellSouth's position that sharing of the spectrum on local loop/port combination is only permitted when BellSouth utilizes the portion of the spectrum to provide voice is discriminatory and anti-competitive. Any purchaser of local loops from BellSouth should be allowed to use the loop in providing both voice and data at the same time. There are no technical constraints to this arrangement. The Commission's ordering of such arrangements will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.	No. BellSouth is only obligated to permit AT&T to share the spectrum on a local loop/port combination when BellSouth provides voice service over the facilities.
26.	What are the appropriate rates and charges for unbundled network elements and combinations of network elements?	Issues related to rates and charges will be taken up in Administrative Case No. 382, as discussed in Commission's orders.	Issues related to rates and charges will be taken up in Administrative Case No. 382, as discussed in the Commission's orders.
27.	Should AT&T be required to pay BellSouth costs it incurs for any order	No. AT&T should not be required to pay BellSouth costs incurred for modifying or canceling an order when such	Yes. AT&T should be required to pay the full costs of any order performed by BellSouth on behalf of AT&T

	that AT&T modifies or cancels? (UNEs, Attachment 2, §3.3)	modification or cancellation is caused by BellSouth. In those instances when the modification or cancellation is caused by AT&T, AT&T should not have to pay any costs incurred by BellSouth if those costs are already recovered through BellSouth recurring or nonrecurring rates.	if AT&T in turn cancels the request. AT&T also should pay the full cost of any order later modified by AT&T to the extent that the costs of such subsequent modifications are not covered by the recurring rates.

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AGREEMENT

between

BellSouth Telecommunications, Inc.

and

AT&T Communications of the South Central States, Inc. and TCG Ohio

Effective Date:

KENTUCKY

DISAGREE:

16
24.1.2

OPEN-BST/AT&T

Preface

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AGREEMENT

PREFACE

This Agreement, which shall become effective as of the _____ day of _____, _____, is entered into by and between AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (collectively "AT&T"), having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns. **[The terms of this Agreement shall apply separately to AT&T of the South Central States, Inc. and TCG Ohio, unless expressly agreed to otherwise.] [OPEN-BST/AT&T]**

RECITALS

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

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

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act,

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

DEFINITIONS and ACRONYMS

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

Act. For convenience of reference, Attachment 11 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

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

1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements ("Network Elements") and certain combinations of such unbundled Network Elements ("Combinations"); (d) access to poles, rights of way and conduits; and (e) collocation (resale, interconnection, Network Elements and Combinations, access to rights of way, poles and conduits, and collocation shall collectively be referred to as "Services and Elements"). BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Attachments 1 – 14 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.

1.2 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the process provided in Attachment 10. Terminations of any Services or Elements shall be handled pursuant to Section 3 of the General Terms and Conditions of this Agreement.

1.3 BellSouth shall not discontinue Services and Elements provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld; provided, however, BellSouth may discontinue any telecommunications service available for resale as long as BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth further agrees to make any such service available to AT&T for resale to AT&T's end users who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T end users who may be purchasing any such service.

1.4 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. **Term of Agreement**

2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they may commence negotiations for a subsequent agreement ("Subsequent Agreement") with regard to the terms, conditions and obligations contained in this Agreement.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate the Subsequent Agreement, either Party may petition the Commission to establish appropriate terms and conditions for those unresolved issues pursuant to 47 U.S.C. 252. If the Commission fails to issue an order setting new terms and conditions prior to the expiration of this Agreement, the terms of this agreement shall continue in effect, on a month-to-month basis, at the same terms, conditions and prices as those in effect at the end of the then-current term, until resolved by the Commission.

2.4 The Parties must have commenced good faith negotiations within the time period set forth in Sections 2.2 and 2.3 of the Terms and Conditions of this Agreement in order for the Agreement to continue on a month-to-month basis. If such good faith negotiations have not commenced, unless the Parties agree otherwise, the Parties agree to submit the issue of having this Agreement continued on a month-to-month basis to the appropriate Commission. If such a request is made to the Commission, this Agreement will remain in effect on a month-to-month basis until the Commission has ruled.

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

3.1 AT&T may terminate any Services and Elements provided under this Agreement upon thirty (30) days written notice to BellSouth unless a

different notice period or different conditions are specified for termination of such Services and Elements in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Services and Elements provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

4. **Good Faith Performance**

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

5. **Option to Obtain Services and Elements and Combinations Under Other Agreements**

5.1 BellSouth shall make available and AT&T may elect to adopt pursuant to 47 U.S.C. § 252 and the FCC rules and regulations regarding such availability any interconnection, service, or network element provided under an agreement approved pursuant to 47 U.S.C. § 252. The adopted interconnection, service, or network element shall apply to the same states as such other agreement and for the identical term of such other agreement. AT&T may exercise this option by delivering written notice to BellSouth, which may include a proposed amendment

to this Agreement to incorporate the prices, terms and conditions, in whole or in part found in the other agreement.

5.2 Any dispute between the Parties concerning any election or exercise of an option by AT&T under this Section 5 shall be resolved pursuant to the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement.

6. **Responsibility of Each Party**

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

7. **Governmental Compliance**

7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its end users pursuant to this Agreement.

8. **Responsibility For Environmental Contamination**

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

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

Materials is not caused or substantially contributed to by BellSouth's actions.

8.3 For purposes of this Section 8, the following terms shall have the following meaning:

8.3.1 Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1);

8.3.2 "Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency ("EPA") under the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, et seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls ("PCBs"); and (4) radon.

8.3.3 "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or

any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

8.3.4 "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

9. Regulatory Matters

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T end users contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and

other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

9.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement.

10. Liability and Indemnity

10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to AT&T during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the financial liability of AT&T to BellSouth during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.

10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

10.4 No Consequential Damages - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING

WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 10, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS PURSUANT TO ATTACHMENT 9 OF THIS AGREEMENT, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.

10.5 Obligation to Indemnify – Except as provided in Section 11 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions,

breach of Applicable Law, or status of its employees, agents and subcontractors.

10.6 Obligation to Defend; Notice; Cooperation - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. Intellectual Property Rights and Indemnification

11.1 Use of Mark. Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of telecommunications services of any name, trade name, service mark or trademark of the other Party.

11.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.

11.3 BellSouth and AT&T (if and to the extent BellSouth uses AT&T facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.

11.4 BellSouth Indemnification. BellSouth will defend AT&T against claims of infringement arising solely from the use by AT&T of Services and Elements and will indemnify AT&T for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

11.4.1 For purposes of Section 11.4 of this Agreement, BellSouth's obligation to indemnify AT&T shall include the obligation to indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with AT&T, (i) procure for AT&T the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

11.5 AT&T Indemnification. AT&T (if and only to the extent AT&T provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of AT&T facilities or equipment, including software, and to the extent BellSouth uses AT&T facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

11.5.1 For purposes of Section 11.5 of this Agreement, AT&T's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of AT&T facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by AT&T hereunder become, or, in AT&T's reasonable opinion, be likely to become the subject of a claim of infringement, or should AT&T's use thereof be finally enjoined, then AT&T shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

11.6 In the event that the provisions of Section 11.4.1 or Section 11.5.1 of this Agreement are unreasonable for the indemnifying party to perform, then the indemnified party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 11.4 or Section 11.5 of this Agreement or to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment, including software, provided through the use of the infringing facilities or equipment, including software.

11.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.

11.8 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.

11.9 Exception to Obligations. Both Parties' obligations under this Section shall not apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

11.10 Exclusive Remedy. The foregoing shall constitute the sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

12. Audits and Inspections

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

12.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

12.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

12.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

12.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.

12.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

12.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

12.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

12.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the dispute resolution procedures described in Section 16 of the General Terms and Conditions of this Agreement.

12.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

13. Performance Measurement

13.1 Performance Measurements, Enforcement Measurements and any applicable enforcement mechanisms shall be as set forth in Attachment 9, incorporated herein by this reference.

13.2 BellSouth shall provide telecommunications services pursuant to Attachment 1 to AT&T for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including end users.

13.3 BellSouth shall provide, for the facilities and equipment of AT&T, interconnection with BellSouth's network that is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other third party.

13.4 To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, provided to AT&T by BellSouth shall be at least equal in quality to that which BellSouth provides to itself.

14. Force Majeure

14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, labor disputes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Section 14.1 of this Agreement, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) there is a Force Majeure condition that affects the performance of said subcontractors, material persons, suppliers or other third persons, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where either Party is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. Certain Federal, State and Local Taxes

15.1 Definition. For purposes of this Section 15, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser

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

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

15.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

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

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

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

15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee,

or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

15.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser

15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.

15.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, to the extent permitted by Section 15 with respect to the billing of services provided hereunder, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any

such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

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

15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.

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

15.5 Mutual Cooperation

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

16. Dispute Resolution Process

DISAGREE

AT&T PROPOSAL: Alternative Dispute Resolution. All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 14 to this Agreement, except: (i) disputes arising pursuant to the billing provisions contract in Attachment 6; and (ii) disputes or matters for which the Act specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of

Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 14 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 14.

BST PROPOSAL: Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights its may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

17. **Notices**

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

If to AT&T:

Bill Peacock
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
AT&T
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Assistant Vice President
AT&T Account Team
Interconnection Services
Suite 410

1960 W. Exchange Place
Tucker, GA 30064

General Attorney-Commercial Unit
BellSouth
Legal Department
675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

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

18. **Confidentiality and Proprietary Information**

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information in accordance with this Section. All information which is to be treated as Confidential Information under this Agreement shall:

18.1.1 if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and

18.1.2 if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and which is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

18.1.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

18.2 In addition to any requirements imposed by 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care

with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.

18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.

18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. Branding

19.1 AT&T shall provide the exclusive interface to AT&T end users, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T end users, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T end users shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. Directory Listings Requirements

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. AT&T and BAPCO have entered into an agreement, which is appended as Attachment 13 to this Agreement and incorporated herein by this reference, regarding BAPCO's treatment of AT&T's end users' directory listing information in directories published by BAPCO. BellSouth shall maintain the Directory Listings database, which includes AT&T's end users' directory listing information, used by BAPCO in publishing such directories in accordance with Section 20.2.1 below. Subject to execution of such agreement between AT&T and BAPCO, BAPCO shall publish directory listings as follows:

20.1.1.1 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to AT&T or any AT&T Customer one white pages basic Directory Listing for each AT&T Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish any white pages basic Directory Listing for any AT&T Customer whose Directory Listing has been identified as non-published. AT&T will be required to provide to BellSouth the names, addresses and telephone numbers of all AT&T end users that wish to be omitted from directories.

20.1.1.2 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for AT&T for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to AT&T for its Customers at the applicable wholesale discount set forth in Attachment 1.

20.1.1.3 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its retail end users, BellSouth shall publish such listings, at no charge and under the same terms and conditions to AT&T for its end users.

Where BellSouth charges business customers for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each AT&T end user, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide "lead" information on AT&T end users to its Yellow Pages directory publishing Affiliate without written permission from AT&T.

20.1.2 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to AT&T's end user proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of AT&T Customers shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as accurate and complete as BellSouth's own listings or those of its Affiliates.

20.1.3 Reserved Rights. AT&T reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges AT&T a rate for inclusion of AT&T's unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.

20.2 Directory Listings Database

20.2.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, AT&T and any other carrier for whom BellSouth has agreed to publish Directory Listings. AT&T and BellSouth shall cooperate to ensure that Directory Listing information relating to AT&T end user is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth's Directory Listings database is updated for information relating to BellSouth's end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise AT&T as soon as possible, but in no event fewer than six (6) months in advance, of any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to AT&T.

20.2.2 Third Party Access to Directory Listings Database. AT&T authorizes BellSouth to provide Directory Listings of AT&T end user to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.

20.2.3 Co-operation. AT&T and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an AT&T end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either party, AT&T and BellSouth will in good faith mutually develop a process for escalating and resolving such issues.

21. Insurance Requirements

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

22. Costs

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

23. Disaster Recovery

23.1 The Parties will negotiate within six (6) months of the Effective Date of this Agreement a Disaster Recovery Plan.

24. Miscellaneous

24.1 Delegation or Assignment

24.1.1 BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void. In no event shall BellSouth require that this Agreement be assigned to an Affiliate to AT&T in order for such Affiliate to order Interconnection, Network Elements or services hereunder.

24.1.2 Transfer of Exchanges

DISAGREE

AT&T PROPOSAL:

If BellSouth, through a transfer of control or by operation of law, sells, exchanges, swaps, assigns, or transfers ownership or control of a BellSouth telephone exchange (any such transaction, a "Transfer") to a third party (a "Transferee"), BellSouth shall include in the definitive document(s) consummating such Transfer, the following provisions for the Transferee to agree to for the benefit of AT&T:

that the Transferee be bound by all of BellSouth's obligations in this Agreement with respect to the BellSouth exchanges which are the subject of the Transfer (the "Transferred Operations"), including but not limited to, any operating agreements, OSS, performance standards, or ancillary or third party arrangements relating to the provision of services under this Agreement;

a representation that the Transfer shall have no impact on the operations or functionality of any of the Services provided under this Agreement to AT&T or its end users;

if the Transferee has an existing interconnection agreement with AT&T or any other entity at the time of the Transfer (an "Existing Agreement"), to make available to AT&T the option of having all or any portion of the terms and conditions of any Existing Agreement govern the Transferee's obligations to AT&T with respect to the Transferred Operations in lieu of the corresponding terms and conditions of this Agreement;

that the Transferee waive any claim of rural exemption with respect to the Transferred Operations pursuant to Section 251(f) of the Act or other applicable law; and

that the Transferee engage in good faith negotiations with AT&T prior to the expiration of any interconnection agreement governing the Transferred Operations.

In addition, BellSouth hereby agrees that in the event of a Transfer, BellSouth shall guarantee the Transferee's performance under this Section 24.1.2.

BST PROPOSAL:

Strike entire section.

24.2 **Subcontracting**

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

24.3 **Nonexclusive Remedies**

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

24.4 **No Third-Party Beneficiaries**

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

24.5 **Referenced Documents**

24.5.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated

into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Section 16 of the General Terms and Conditions of this Agreement.

24.6 **Applicable Law**

24.6.1 [The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Georgia other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.] [OPEN-AT&T]

24.7 **Amendments or Waivers**

24.7.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

24.8 **Severability**

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

essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

24.9 **Entire Agreement**

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

24.10 **Survival of Obligations**

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

24.11 **Executed in Counterparts**

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

24.12 **Headings of No Force or Effect**

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

24.13 Notice of Network Changes

24.13.1 BellSouth shall comply with the requirements of 47 C.F.R. § 51.325, et seq., regarding notice to AT&T of any network change that will affect AT&T's performance or ability to provide service or that will affect BellSouth's interoperability with AT&T. This section shall be construed in accordance with the obligations contained within 47 C.F.R. § 51.325, et seq.

24.14 Court Ordered Requests for Call Detail Records and Other Subscriber Information

24.14.1 To the extent technically feasible, BellSouth maintains call detail records for AT&T end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for AT&T end users for the same length of time it maintains such information for its own end users.

24.14.2 AT&T agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to AT&T end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.3 Where BellSouth is providing to AT&T telecommunications services for resale or providing to AT&T the local switching function, then AT&T agrees that in those cases where AT&T receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, if AT&T does not have the requested information, AT&T will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

24.14.4 In all other instances, AT&T will provide AT&T end user and/or other customer information that is available to AT&T in response to subpoenas and court orders for their own end user records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to AT&T end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T.

24.15 **Filing of Agreement**

24.15.1 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act.

24.16 Other Proceedings

24.16.1 Upon written request by AT&T, BellSouth agrees to negotiate rates, (if appropriate), terms and conditions to incorporate into this Agreement

any obligation or commitment regarding interconnection, resale or access to Network Elements made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act, including 47 U.S.C.§ 271 thereunder. If the Parties cannot reach an agreement regarding the rates, terms and conditions, either Party may, within sixty (60) days after receipt of the request from AT&T, petition the state regulatory commission for resolution of the issue(s). The language to be negotiated and incorporated within this Agreement will be effective consistent with the effective date of the commitment or obligation made by BellSouth to the Governmental Body. AT&T's rights pursuant to this Section 4.2 shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to AT&T under this Agreement.

25. **Reservation of Rights**

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

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

AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC. AND TCG OHIO	BELLSOUTH TELECOMMUNICATIONS, INC.
By: _____	By: _____
Gregory P. Terry Vice President Local Services and Access Management	Jerry D. Hendrix Sr. Director Wholesale Pricing Operations

Date:_____ Date:_____

Attachment 1

Resale

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RESALE

1 Discount Rates

1.1 The discount applied to AT&T's purchase of BellSouth Telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by AT&T. Such discount shall reflect the costs attributable to any marketing, billing, collection and other costs avoided by BellSouth as specified in the Act, by the FCC and the appropriate state public service commission.

2 Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY ("CLEC") means a telephone company certificated by the public service commission to provide local exchange service.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.

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

2.4 END USER means the ultimate user of the telecommunications services.

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

2.6 RESALE means an activity wherein a CLEC, such as AT&T, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3 **General Provisions**

3.1 At the request of AT&T and pursuant to the requirements of the Act, AT&T may resell the telecommunications services of BellSouth that BellSouth provides at retail to subscribers who are not telecommunications carriers, subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. AT&T may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.1.1 AT&T must resell services to other end users;

3.1.2 AT&T must order services through resale interfaces, i. e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to Attachment 7 of this Agreement, incorporated herein by this reference; and

3.1.3 AT&T cannot be a CLEC for the single purpose of selling to itself.

3.2 The provision of services by BellSouth to AT&T does not constitute a joint undertaking for the furnishing of any service.

3.3 AT&T will be the Customer of Record for all telecommunications services purchased from BellSouth for the purpose of resale. Except as specified herein, BellSouth will take orders from, bill and expect payment from AT&T for said services.

3.4 AT&T will be BellSouth's single point of contact for all services purchased pursuant to this Attachment 1. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.5 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of AT&T.

3.6 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.7 Current telephone numbers may normally be retained by end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. AT&T has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, solely in accordance with BellSouth's practices and procedures and on a non-discriminatory basis.

3.8 For the purpose of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with an on line access to telephone numbers pursuant to Attachment 5, Sections 1.2 and 1.3, incorporated herein by this reference.

3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.11 BellSouth accepts no responsibility to any person for any unlawful act committed by AT&T or its end users as part of providing service to AT&T for purposes of resale or otherwise.

3.12 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.12.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or

3.12.2 Impair the privacy of any communications.

3.13 If AT&T utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, AT&T has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14 Facilities and/or equipment utilized by BellSouth to provide service to AT&T remain the property of BellSouth.

3.15 White page directory listings will be provided in accordance with Section 20 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.16 BellSouth provides electronic access to customer record information pursuant to Section 2 of Attachment 6, incorporated herein by this reference. Customer record information includes customer specific information in the Customer Record Information System ("CRIS") and the Regional Street Address Guide ("RSAG"). AT&T agrees not to view, copy, or otherwise obtain access to the customer record information of any end user without that end user's permission, and further agrees that AT&T will obtain access to customer record information only in strict compliance with all applicable state and federal laws, rules and regulations.

3.17 All costs incurred by BellSouth to develop and implement the electronic interfaces shall be recovered from CLECs who utilize the services, unless otherwise ordered by the Commission. Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requirements for resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

3.18 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

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

3.19 Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package, available on BellSouth's website, shall be made available for resale without the wholesale discount.

3.20 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.21 If AT&T requests a special assembly, AT&T agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to AT&T prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any costs attributable to any marketing, billing, collection or other costs that will be avoided by BellSouth in providing the service to AT&T.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2.5 of Attachment 5, incorporated herein by this reference.

3.23 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers telecommunications services to end users who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes. Any change requiring modifications to BellSouth's electronic interface will be as set forth in Section 1.5 of Attachment 7, incorporated herein by this reference. The notification

given pursuant to this Section will not be used by either Party to market its offering of such changed services externally in advance of BellSouth's filing of any such changes.

3.24 BellSouth shall provide 911/E911 for AT&T end users in the same manner that it is provided to BellSouth end users. BellSouth shall provide and validate AT&T end users information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T end users service information in the ALI/DMS data base (Automatic Location Identification/Database Management System) used to support 911/E911 services.

3.25 BellSouth and AT&T 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 AT&T 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.

3.26 Pursuant to 47 CFR Section 51.617, BellSouth will bill AT&T end user common line charges identical to the end user common line charges BellSouth bills its end users.

3.27 In general, BellSouth will not become involved in disputes between AT&T and AT&T's end users over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, AT&T shall contact the designated service center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with AT&T to resolve the matter in as timely a manner as possible. AT&T may be required to submit documentation to substantiate the claim.

4 BellSouth's Provision of Services to AT&T

4.1 AT&T agrees that its resale of BellSouth services shall be as follows:

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

except for a restriction on the resale of cross-class selling and reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider ("IPP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by AT&T to establish compliance with the terms and conditions set forth above. Such audit shall not occur more than once in a calendar year. AT&T shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.1.4 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's tariffs. Specific tariff features (e.g., a usage allowance per month) shall not be aggregated across multiple resold services unless specifically provided for in BellSouth's retail tariffs.

4.1.5 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature.

4.1.6 BellSouth will provide AT&T will at least the capability to provide an AT&T end user the same experience as BellSouth provides its own end users with respect to all resold services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures.

4.2 **CLASS and Custom Features Requirements**

4.2.1 AT&T may purchase the entire set of CLASS and custom features and functions, or a subset of any one or any combination of such features, on an end user-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.

4.3 **Voluntary Federal Customer Financial Assistance Programs**

4.3.1 Local telecommunications services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth end user eligible for the Voluntary Federal Customer Financial Assistance Program, or other similar state programs, chooses to obtain local service from AT&T, BellSouth shall forward available information regarding such end user's eligibility to participate in such programs to AT&T, in electronic format in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

4.4 **Hospitality Service**

4.4.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.

4.5 **Blocking Service**

4.5.1 BellSouth shall provide call blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third party and collect calls from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.

4.6 **Routing to Directory Assistance, Operator and Repair Services**

4.6.1 BellSouth shall make available to AT&T the ability to route calls utilizing the customized or compatible signaling protocol:

4.6.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by AT&T end users directly to the AT&T directory assistance services platform;

4.6.1.2 Local operator services calls (0+, 0-) dialed by AT&T end users directly to the AT&T local operator services platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T local operator services platform, using standard operator services dialing protocols of 0+ or 0-; and

4.6.1.3 Repair calls (e.g., 611) dialed by AT&T end users directly to the AT&T repair center.

4.6.2 All routing shall permit AT&T end users to dial the same telephone numbers for AT&T directory assistance, local operator service and repair that similarly situated BellSouth end users dial for reaching equivalent BellSouth services.

4.6.2.1 BellSouth branding is the default service level.

4.6.2.2 Unbranding, custom branding, and self branding require AT&T to order customized routing for each originating BellSouth end office identified by AT&T. Rates for customized routing are set forth in Exhibit C of this Attachment, incorporated herein by this reference.

4.6.2.3 Customer branding and self branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T operator service provider. Rates for trunks are set forth in applicable BellSouth tariffs, or Exhibit A of Attachment 2, incorporated herein by this reference.

4.6.2.4 Unbranding – Unbranded directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "no announcement."

4.7 **Busy Line Verification and Emergency Line Interrupt**

4.7.1 Where BellSouth does not route operator services traffic to AT&T's platform, BellSouth shall perform BLV/ELI for AT&T on resold BellSouth lines. Where BellSouth routes operator services traffic to

AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T operators.

4.8 **Directory Assistance and Operator Services**

4.8.1 Where BellSouth provides directory assistance service on behalf of AT&T, it shall be at the same level of directory assistance service available to BellSouth end users. If requested by AT&T, BellSouth will provide AT&T directory assistance service under the AT&T brand. Where not technically feasible, such calls will be unbranded.

4.8.2 Where BellSouth provides operator services on behalf of AT&T, it shall be at the same level of service available to BellSouth end users. BellSouth will provide service in accordance with all applicable state requirements for operator services.

4.8.3 Upon request, BellSouth agrees to provide AT&T operator services branded as an AT&T call. Where not technically feasible, such calls will be unbranded.

4.8.4 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T end users:

4.8.4.1 Instant credit on calls, as provided to BellSouth end users; and

4.8.4.2 Routing of calls to AT&T when requested via existing Operator Transfer Service ("OTS").

5 **Maintenance of Services**

5.1 AT&T and BellSouth will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding between AT&T and BellSouth dated February 3, 1997, or as amended, incorporated herein by this reference, regarding maintenance and installation of service.

5.2 Services resold pursuant to this Attachment 1 shall be maintained by BellSouth.

5.3 AT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by

connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.4 BellSouth will bill AT&T for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail end users for the same services.

5.5 BellSouth reserves the right to contact AT&T's end users on AT&T's behalf, if deemed necessary, for maintenance purposes.

5.6 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) provide AT&T supplied telephone numbers to callers who inquire about AT&T services or products; (iii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iv) do not provide information about BellSouth products or services.

6 **Annoyance Calls**

6.1 BellSouth will continue to process calls made to the annoyance call center and will advise AT&T when it is determined that annoyance calls are originated from one of its end user's locations. BellSouth shall be indemnified, defended and held harmless by AT&T and/or the end user against any claim, loss or damage arising from providing this information to AT&T. It is the responsibility of AT&T to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

7 **Line Information Database ("LIDB")**

7.1 The Parties' agreement relating to LIDB storage is included in Exhibit A to Attachment 6 of this Agreement, incorporated herein by this reference.

8 **RAO Hosting**

8.1 The Parties' agreement relating to RAO Hosting is included in Exhibit B to Attachment 6 of this Agreement, incorporated herein by this reference.

9 **Optional Daily Usage File ("ODUF")**

9.1 The Parties' agreement relating to ODUF is included in Exhibit C to Attachment 6 of this Agreement, incorporated herein by this reference.

10 **Enhanced Optional Daily Usage File ("EODUF")**

10.1 The Parties' agreement relating to EODUF is included in Exhibit D of Attachment 6 of this Agreement, incorporated herein by this reference.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by AT&T for the purposes of resale to AT&T end users shall be available at the following discount off of the retail rate. If AT&T cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.

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

* When AT&T provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

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

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

RATES FOR INTERFACE TO OPERATIONAL
SUPPORT SYSTEMS

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

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an electronic interface ordering charge as specified in the Table below. Such charges will not be refunded if the order is canceled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON"). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

INTERFACE RATES	Electronic Per LSR received from AT&T by one of the interactive electronic interfaces	Manual Per LSR received from AT&T by means other than one of the interactive electronic interfaces
Electronic Interface LSR Charge	$3.50	$19.99
USOC	SOMEC	SOMAN

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

DENIAL/RESTORAL ELECTRONIC INTERFACE CHARGE

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

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

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 3)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch^{SM} Svc (See Note 5)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	Customer Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 6
4	Promotions - < 90 Days (Note 3)	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch^{SM} Svc (See Note 5)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	Customer Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 (Georgia) CSAs are available for resale at the same terms and conditions offered to BellSouth's customers.

3 Where available for resale, **promotions** will be made available only to customers who would have qualified for the promotion had it been provided by BellSouth directly.

4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, AT&T is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, AT&T shall purchase

BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. AT&T is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that AT&T may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.

5 AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

6 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:

(a) the stated tariff rate, less the wholesale discount;

(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

Customized routing, per unique line class code, per request, per switch	**USOC**	**Kentucky**
NRC	USRCR	$229.65
NRC – Manual Service Order		

ATTACHMENT 2

NETWORK ELEMENTS AND COMBINATIONS

DISAGREE:

2.7.1
2.9
2.11
3.8
3.9.2
3.10
3.11.2
5.2
7.1

OPEN/AT&T:

3.7.3
6.3.1.5
6.4 – 6.4.10
6.5 - 6.5.1
7.2 - 7.2.9
8.3.1.4.3
8.3.1.4.9.1
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8.3.1.4.10
8.3.1.4.11
8.3.1.5 - 8.3.1.5.11.2

OPEN/BST:

4.3.2
6.5 - 6.5.1
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EXHIBIT A, RATES

EXHIBIT B, CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

NETWORK ELEMENTS AND COMBINATIONS

1. **Introduction**

1.1 This Attachment sets forth the Network Elements and Combinations that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the Network Elements and Combinations are described below in this Attachment 2. The prices for the Network Elements and Combinations are set forth in Exhibit A of this Attachment 2.

1.2 BellSouth agrees to provide to AT&T access to and AT&T agrees to utilize Network Elements and Combinations in accordance with effective rules and regulations of the FCC or Commission. The Parties further agree that should such rules and regulations become vacated or stayed, that the Parties shall conform this Attachment 2 accordingly.

2. **Network Elements and Combinations**

2.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the following Network Elements: local loops; network interface devices; subloops; switching capabilities; interoffice transmission facilities; operations support systems functions; signaling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.

2.2 BellSouth shall provide to AT&T for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.

2.3 BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided to AT&T by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by AT&T that is

technically feasible. Any request by AT&T to interconnect at a point not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

2.4 BellSouth will provide Network Elements and Combinations to AT&T via a standard interface that allows the Network Elements and Combinations to operate within the appropriate technical specification unless another technically feasible interface is agreed to by the Parties. AT&T, at its option, may designate other interfaces using the process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

2.5 AT&T may use one or more Network Elements and Combinations to provide to itself, its affiliates and to AT&T end users any feature, function, capability or service option that such Network Elements and Combinations are technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

2.6 In addition to Combinations furnished by BellSouth to AT&T hereunder, BellSouth shall permit AT&T to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T end users.

2.7 Except upon request by AT&T, BellSouth shall not separate requested Network Elements that BellSouth currently combines.

2.7.1 DISAGREE

BST PROPOSAL: For the purposes of this Agreement, Network Elements shall be deemed to be currently combined in BellSouth's network when such elements are in fact combined by BellSouth to provide service to a particular end user at a particular location. BellSouth will make available new, not Currently Combined EELs, combinations of Loops and transport Network Elements, in density zone 1 of the Miami, Orlando, and Ft. Lauderdale, FL; Charlotte and Greensboro, NC; New Orleans, LA; and Nashville, TN, MSAs at the rates set forth in Exhibit A, attached hereto and incorporated herein by this reference.

AT&T PROPOSAL: Currently combined Network Elements are defined as elements that BellSouth ordinarily combines in its own network in the manner in which they are typically combined. AT&T may order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed. Combinations that meet the definition of this Section 2.7.1 are identified in Exhibit B of this Attachment 2, incorporated herein by this reference.

2.8 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a digital signal cross connect or light guide cross connect panel or a main distribution frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides Combinations to AT&T, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined Network Elements.

2.9 DISAGREE

BST PROPOSAL: The nonrecurring rates set forth in Exhibit A of this Attachment 2 are for Currently Combined Network Elements.

AT&T PROPOSAL: BellSouth shall not charge AT&T an Interconnection fee or demand other consideration for directly interconnecting any Network Element or Combination to any other Network Element or Combination provided by BellSouth to AT&T if BellSouth directly interconnects the same Network Elements or Combinations in providing any service to its own end users or a BellSouth affiliate, including the use of intermediary devices, such as a digital cross connect panel, to perform such interconnection.

2.10 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.

2.11 **DISAGREE**

BST PROPOSAL: Special Access Service Conversions

AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth a letter certifying that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits. AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

AT&T certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to

be connected to BellSouth tariffed services; or

The requesting carrier certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

BellSouth may at its sole discretion audit AT&T records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and AT&T shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, AT&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.

When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

AT&T PROPOSAL:

As part of its obligation to offer Network Elements to AT&T, BellSouth shall permit AT&T to substitute Network Elements and/or Combinations providing identical functionality for any

telecommunications services, including but not limited to, access service purchased by AT&T pursuant to either contract or tariff.

Any substitution of Network Elements an/or Combinations for services shall be subject to all of the requirements of this Attachment 2 that are applicable to AT&T's purchase of Network Elements and Combinations from BellSouth, and shall include without imitation the following:

When any existing service employed by AT&T is replaced with Network Elements and/or Combinations, BellSouth shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.

Charges for the conversion of an existing service to Network Elements and/or Combinations, if any, shall be set forth in Exhibit A to this Attachment 2, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

AT&T may request the conversion of any existing service to Network Elements and/or Combinations by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit separate LSRs or ASRs for each service to be converted for the same end user account. BellSouth shall facilitate all conversions requested by AT&T without disruption of service.

BellSouth agrees that with respect to all Network Elements and/or Combinations substituted for telecommunications services:

Except where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by BellSouth of notice from AT&T, and recurring charges set forth in Exhibits A or B of this Attachment 2 applicable to Network Elements and/or Combinations shall apply as of such date where AT&T specifically requests that BellSouth physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Exhibits A or B of this Attachment 2

applicable to Network Elements shall apply effective upon the earlier of (i) the date on which BellSouth completes the requested work or (ii) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether BellSouth has in fact completed such work. BellSouth shall bill the date prior to the date on which billing at Network Element rates commences pursuant to this section.

In addition to any other performance requirements applicable pursuant to Attachment 9of this Agreement, BellSouth shall provide service quality (including without limitation mean time to repair) for the Network Elements use to provide the service being replaced at a level no less favourable to AT&T than the level of service BellSouth provides for the service being replaced (or any other BellSouth service of comparable functionality.)

In recognition of the fact that AT&T's continued payments to BellSouth for use of Network Elements shall compensate BellSouth for its investment in the facilities originally used to provide services to AT&T, in the event that the termination of any service that is converted to Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to tariff or contract, any lawful termination liabilities or other requirements shall be limited in the following ways:

For requirements based on the purchase by AT&T of specific aggregate volumes of services from BellSouth, the purchase price paid by AT&T to BellSouth for the Network Elements that replace any service shall be included in the calculation of AT&T purchases that apply toward such volume requirements.

For tariffs or contracts requiring minimum service terms for individual services ordered by AT&T, any lawful penalty for early termination shall be reduced by subtracting from the otherwise applicable lawful penalty an amount equal to (i) the otherwise applicable lawful penalty, multiplied by (ii) a fraction equal to (A) the recurring fixed or usage-based charges to be payable by AT&T for the Network Elements that replace the service following the conversion, divided by (B) the recurring fixed or usage-based charges that were payable by AT&T for the service being replaced prior to the conversion. For example, if the recurring monthly charges for a service prior to the conversion had been $100, the recurring monthly charges for the Network Elements following the conversion will be $60, and the otherwise applicable lawful

termination penalty would be $10, the termination penalty shall be reduced to $4 [or $10-$10 (60/100].

2.12 Standards for Network Elements

2.12.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

2.12.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

2.12.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to AT&T shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

2.12.4 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of AT&T to offer a telecommunications service in the manner AT&T intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

3. Local Loops

3.1 Definition

3.1.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop Demarcation Point at an end user's premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of such transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

3.2 The provisioning of service to AT&T will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in Collocation Space. These cross-connects are not considered part of the loop. The purchase of such cross-connects shall be pursuant to Attachment 4, incorporated herein by this reference.

3.3 Line Conditioning. The rates for line conditioning shall be as set forth in Exhibit A of this Attachment 2 incorporated herein by this reference. BellSouth shall condition lines required to be unbundled wherever AT&T requests, whether or not BellSouth offers advanced services to the end user on that loop.

3.3.1 Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

3.3.2 In so far as it is technically feasible, BellSouth shall test and report trouble for all the features, functions and capabilities of conditioned lines, and may not restrict testing to voice-transmission only.

3.4 As a chargeable option on all loops except unbundled copper loop ("UCL"), BellSouth will offer Order Coordination Time Specific ("OC-TS"). This will allow AT&T the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per appropriate local service request basis.

3.5 BellSouth will offer unbundled voice-grade loops ("UVL") Service Level Two ("SL2").

3.5.1 SL2 loops shall have test points, will be designed with a design layout record ("DLR") provided to AT&T, and will be provided with order coordination ("OC"). The OC feature will allow AT&T to coordinate the installation of the loop with the disconnect of an existing end user's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

3.5.2 AT&T will be responsible for isolating troubles on SL2 loops. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if trouble actually exists.

BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

3.5.3 If AT&T reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.

3.6 BellSouth will also offer unbundled digital loops ("UDL"). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

3.6.1 AT&T will be responsible for isolating troubles on UDL. Once AT&T has isolated a trouble to the BellSouth provided loop, AT&T will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its end users.

3.6.2 If AT&T reports a trouble on a UDL and no trouble actually exists, BellSouth will charge AT&T for any dispatching and testing (outside the central office) required by BellSouth in order to confirm the loop's working status.

3.7 In addition to the UVLs and UDLs, BellSouth shall make available an UCL. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - short and long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when AT&T wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

3.7.1 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC-TS will not be offered on UCLs.

3.7.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. AT&T may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of AT&T's choosing. AT&T will determine the type of service that will be provided over the loop.

3.7.3 **[Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, AT&T agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that will apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL.] [OPEN-AT&T]**

3.7.4 The UCL shall be provided to AT&T in accordance withBellSouth's Technical Reference 73600.

3.8 Provisioning and Coordinated Cutovers

DISAGREE

BST PROPOSAL: The coordination procedures set forth in Exhibit C shall apply for coordinated cutovers.

AT&T PROPOSAL: The procedures contained in Exhibits C and D to this Attachment 2 shall apply for AT&T to order and BellSouth to provision Hot Cuts and UNE Loops.

3.9 Technical Requirements

3.9.1 BellSouth shall offer Loops capable of providing the following:

3.9.1.1 2-wire analog voice grade Loop provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals and using either Loop-start or ground start signaling;

3.9.1.2 4-wire analog voice grade Loop provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog voice grade (nominal 300 to 3300 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: Loop-start, ground-start, Loop-reverse-battery, duplex.;

3.9.1.3 2-wire ISDN digital grade Loop provides a channel with 2-wire interfaces at each end that is suitable for the transport of 144 kbps digital services using the ISDN 2B1Q line code;

3.9.1.4 AT&T will be responsible for providing BellSouth with a Service Profile Identifier ("SPID") associated with a particular ISDN-cable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service;

3.9.1.5 ADSL-capable Loop – an ADSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable Loop provided by BellSouth is designed to RRD guidelines and is expected to support ADSL service;

3.9.1.6 HDSL-capable Loop – an HDSL-capable Loop is a basic Loop (2 or 4-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDLS-capable Loop provided by BellSouth is designed to CSA guidelines and is expected to support HDSL service;

3.9.1.7 4-wire DS-1 Loop provides a channel with 4-wire interfaces at each end. Each 4-wire channel may be equipped with DS-1 Loop repeaters suitable for the transport of 1.544 mbps digital signals simultaneously in both directions using PCM line code and may terminate on a smart jack; and

3.9.1.8 UCL is a dry copper Loop, not intended to support any particular telecommunications service. UCL Loops are offered pursuant to Section 3.7 of this Attachment 2. The UCL is available with a no signaling option.

3.9.2 DISAGREE

AT&T PROPOSAL:

At the written request of either Party, the Parties shall negotiate one or more amendments to this Attachment addressing issues relating to line sharing in connection with deployment of advanced services by the Parties.

BST PROPOSAL:

The following provisions shall apply until the Parties negotiate a line sharing arrangement pursuant to the effective rules and regulations of the FCC. At such time, the Parties will amend these provisions to reflect their agreement.

In cases in which AT&T has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that

these loops provide electrical continuity and balance relative to tip-and-ring.

AT&T, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to AT&T's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. AT&T will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

In addition, AT&T recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that AT&T has placed on the loop. If this occurs, BellSouth will work cooperatively with AT&T to restore the circuit to its previous modified status as quickly as possible. AT&T will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

3.10 Line Sharing

DISAGREE

BST Proposal:

BellSouth shall provide AT&T access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 4 herein. BellSouth shall provide AT&T with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow AT&T's the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum

(from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. AT&T shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. AT&T shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

The following loop requirements are necessary for AT&T to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and AT&T shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable AT&T to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for AT&T if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and AT&T shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If AT&T requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, AT&T shall pay for the loop to be restored to its original state.

AT&T's meet point is the point of termination for AT&T at the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the AT&T's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the AT&T's xDSL equipment in AT&T's collocation space.

AT&T shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

PROVISIONING OF THE HIGH FREQUENCY SPECTRUM AND SPLITTERS

BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, AT&T and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of AT&T's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and AT&T will reevaluate this forty-two (42) day interval on or before August 1, 2000.

On or after June 6, 2000, once a splitter is installed on behalf of AT&T in a central office, AT&T shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide AT&T access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide AT&T with a carrier notification letter at least 30 days before of such change and shall work collaboratively with AT&T to select a mutually agreeable brand of splitter for use by BellSouth. AT&T shall thereafter purchase ports on the splitter as set forth more fully below.

BellSouth will install the splitter in (i) a common area close to the AT&T collocation area, if possible; or (ii) in a BellSouth relay rack as close to the AT&T DS0 termination point as possible. For purposes of this section, a common area is defined as an area in

the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified AT&T DS0 at such time that a AT&T end user's service is established.

The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and AT&T desires to continue providing xDSL service on such loop, AT&T shall be required to purchase a full stand-alone loop unbundled network element.

AT&T and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios.

Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

To order the High Frequency Spectrum of a particular loop, AT&T must have a DSLAM collocated in the central office that serves the end-user of such loop.

BellSouth will provide AT&T the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide AT&T with access to the High Frequency Spectrum as follows:

For 1-5 lines at the same address within three (3) business days from the receipt of the FOC; 6-10 lines at same address within 5 business days from the receipt of the FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and AT&T will re-evaluate these intervals on or before August 1, 2000.

AT&T will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum.

MAINTENANCE AND REPAIR

AT&T shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. AT&T may access the loop at the point where the combined voice and data signal exits the central office splitter.

BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point in the central office. AT&T will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

If the problem encountered appears to impact primarily the xDSL service, the end user should call AT&T. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

BellSouth and AT&T will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which AT&T has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

In the event AT&T's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify AT&T and allow twenty-four (24) hours to cure the trouble. If AT&T fails to resolve the trouble, BellSouth may discontinue AT&T's access to the High Frequency Spectrum on such loop.

PRICING

BellSouth and AT&T agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions

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

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

BellSouth shall make available to AT&T any agreement for the High Frequency Spectrum entered into between BellSouth and any other AT&T that has been filed and approved by a public Service Comission. If AT&T elects to adopt such agreement, AT&T shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

AT&T PROPOSAL:

INTRODUCTION

BellSouth shall support AT&T's ability to provide combinations of voice services, data services, or voice and data services.

AT&T may propose that any term or provision in this Part IV-A be amended, modified or deleted upon thirty (30) day written notice. If the Parties do not mutually agree to any change in this Part IV-A within thirty (30) days after written notice is provided, any dispute shall be resolved according to the Alternative Dispute Resolution process set forth in Part 1.C.16 (General Terms and Conditions) of this Agreement.

DEFINITIONS

BellSouth Line Sharing – Use of the High Frequency Spectrum ("HFS") of the local loop by AT&T or a third party CLEC to provide Advanced Services to customers that obtain retail local voice service from BellSouth on the same local loop, as addressed in the FCC's Third Report and Order in Docket 98-147 (Advanced Services) (released Dec. 9, 1999) and other applicable law.

High Frequency Spectrum (HFS) loop access – Use of the HFS of the loop by AT&T or a third party authorized by AT&T to provide Advanced Services, on UNE loops employed by AT&T in a UNE-P configuration to provide customers retail local voice service. In this configuration, AT&T leases the entire UNE Loop from BellSouth, and BellSouth performs operational activities necessary to facilitate extracting the high frequency loop spectrum so that AT&T or an authorized Advanced Services Provider can utilize the high frequency portion of the leased loop.

Authorized Advanced Services Provider – A CLEC, or any other entity, with whom AT&T has partnered to provide services in the HFS.

UNE Loop – The term "UNE Loop" refers to both stand-alone loops and loops used in combination with unbundled switch ports.

GENERAL REQUIREMENTS

AT&T shall have the right to provide voice service (to any customer who elects AT&T as its voice service provider) over the same loop that BellSouth, or any data affiliate of BellSouth or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. BellSouth agrees to continue to provide all existing data services in the HFS, on a prospective basis, to any customer that chooses AT&T as their local service carrier for voice services and the retail customer desires continuation of such service.

Whenever AT&T acquires a loop from BellSouth that has existing data service operating in the HFS of the loop AT&T shall be charged for the entire UNE loop and BellSouth shall cease charging the existing data provider for utilizing the HFS of the UNE loop.

Whenever AT&T provides service utilizing an unbundled loop, either as part of UNE-P or otherwise, AT&T shall control the entire loop spectrum. In addition, AT&T has the right to offer services with the high frequency portion of the UNE loop either by itself or via an authorized Advanced Services Provider.

BellSouth, in conjunction with AT&T, shall institute procedures to allow AT&T or an authorized Advanced Services Provider to order HFS data capabilities on the AT&T UNE loop.

The billing for these additional features shall be billed to AT&T, or to an authorized Advanced Services Provider, per AT&T's direction.

BellSouth and AT&T shall jointly develop and engage in operational readiness testing and subsequently deploy mutually agreeable operational capabilities that deliver non-discriminatory support, whether compared to BellSouth operations or any affiliate of BellSouth (or the parent company) that provides comparable data service involving use of the HFS of a loop.

The manner in which the above provisions will be implemented is set forth below.

PROCEDURAL REQUIREMENTS

Operational procedures shall address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for line sharing and HFS loop access arrangements. Unless otherwise specified, support requirements will be equally applicable to both line sharing and HFS loop access. BellSouth agrees to immediately engage in a collaborative process to resolve the operational issues related to pre-ordering, ordering, provisioning and billing as specifically related to line sharing and HFS access, regardless of form. If the collaborative process does not result in mutually agreeable operational procedures in a timely manner, either Party may elect to resolve the remaining disputes in accordance with the Alternative Dispute Resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement.

AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENTS

AT&T may identify one or more CLECs as an authorized Advanced Services Provider, on a central office by central office basis, that is authorized by AT&T to add, change or delete advanced services capabilities within the HFS of a local loop UNE employed or ordered by AT&T. In such instances, AT&T will provide BellSouth with written authorization that identifies the central offices in which AT&T will engage Advanced Services Providers and, for each of the central offices, AT&T will further identify the specific providers that are authorized to access the HFS portion of an AT&T UNE loop. AT&T may modify this authorization and such changes will become effective upon thirty (30) days notice by AT&T, unless a different time period is otherwise mutually agreed. Unless AT&T provides written authorization, as required in this section, BellSouth shall reject any orders from any party, other than AT&T, that seeks to utilize, modify or in any manner affect the operation of the UNE loop employed or ordered by AT&T.

In addition to providing a list of the approved data CLECs as described in Section 5.1 above; AT&T, at its option, may inform BellSouth of these authorized Advanced Services Providers through other means, such as by an arranged assumption that if AT&T identifies the data CLEC on the order, then AT&T has an arrangement with the data CLEC.

ADVANCED NOTIFICATION

BellSouth shall provide advanced notification to AT&T that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available to its retail operations or to any affiliate of BellSouth. This advance notification interval shall exceed the longest standard interval required to provide physical collocation space (both process the inquiry and subsequently provide physical collocation) in any of the central offices identified in the notification. Failure to provide notice as documented herein shall result in the consequences set forth Attachment 9 of this Agreement.

ADVANCED SERVICES EQUIPMENT DEPLOYMENT

AT&T may directly deploy, or deploy through an affiliated third party, any advanced services equipment that operates within the PSD mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards.

BellSouth shall not withhold any operational support so as to limit AT&T's ability to connect its advanced services equipment to a loop UNE. BellSouth may deny support only after it has made a showing to and obtained a finding by the relevant state Commission that the deployment of advanced services equipment that AT&T seeks to utilize will significantly degrade the performance of another advanced service or other voice-based services. To the extent an authorized Advanced Services Provider seeks to deploy advanced services equipment on a loop UNE used or ordered by AT&T, BellSouth shall only refuse to provide support to the extent it is permitted under the least restrictive of AT&T's or the authorized Advanced Services Provider's interconnection agreement, or as applied to the BellSouth's affiliate.

AT&T, at its option, may utilize a splitter provider by BellSouth or deploy its own splitter either directly or by utilizing an AT&T authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

BellSouth splitters shall be available to AT&T or its authorized Advanced Services Provider on a line by line basis. AT&T or an AT&T authorized Advanced Services Provider will furnish the Connecting Facility Assignment (CFA) to BellSouth in order that BellSouth connect the HFS (data) loop to the designated POI.

BellSouth may employ shielded cable, high twist copper, standard twisted pairs, or other reasonable transmission media to connect advanced service equipment and the UNEs provided by BellSouth. AT&T shall only be charged for standard twisted pair connections unless AT&T provides written authorization for BellSouth to do otherwise.

PRE-ORDERING

BellSouth shall provide AT&T with electronic access to all loop make-up information that is currently or subsequently made available on an electronic basis to any employees of BellSouth or BellSouth affiliate(s). AT&T, at its option, may also authorize BellSouth to provide electronic access to all loop make-up information, requested by one or more AT&T authorized Advanced Services Providers, for the purpose of determining availability of loops capable of delivering HFS in partnership with AT&T. Such electronic access shall be made available to AT&T within thirty (30) days of AT&T's request whether or not BellSouth has instituted database security procedures. BellSouth will provide AT&T with advance notice of any changes to the information content, structure, business rules or any other factors relevant to the information access in accordance with Attachment 7 to this Agreement. BellSouth will offer training for AT&T personnel that is no less complete and timely as that provided to other CLECs, personnel of BellSouth or BellSouth affiliates who utilize the loop qualification information. To the extent AT&T requires additional loop qualification information that is not available electronically from BellSouth, but is maintained in manual records, BellSouth shall make such information available in a mutually agreeable form within the same time frame that the information is available to BellSouth's own personnel or that of the relevant BellSouth's subsidiary or affiliate.

Unless specifically waived by AT&T, BellSouth shall make all qualification information, sufficient to answer the following questions, available to AT&T in a nondiscriminatory manner:

Is there a digital loop carrier (DLC) present anywhere between the customer's premises and serving central office? If so, what type of DLC is present? Will it support xDSL service? Can it be removed and replaced with copper facilities?

Are there any intervening active or passive electronics on the loop that can reasonably be expected to affect the information

carrying capacity of the loop facility? If so, what are they and where are they located? Can it be removed and replaced with copper facilities?

What are the working and total length of the loop and how many feet of each wire gauge make up the length of the working loop?

Are there bridge taps on the loop? If so, what are the locations, length and gauge of each? Can they be removed?

What is the total loop resistance measured in ohms?

How many "disturbers" are present within the same binder group in which the loop (under consideration) is located and what is the nature of each disturber? These disturbers are inclusive of but not limited to those listed in T1.413 Issue 2.

How many "disturbers" are present within the same cable and what is the nature of each? These disturbers are inclusive of but not limited to those listed in T1.413 Issue 2.

What loop design strategy was used for the loop? (e.g., Resistance Design (RD), Long-Route Design (LRD) or Unigauge (UG), which were largely employed prior to 1980, and Revised Resistance Design (RRD), Modified Long-Route Design (MLRD) and Concentrated Range Extender with Gain (CREG) which are employed primarily on a going-forward basis.)

BellSouth, within thirty (30) days of the Effective Date of this Agreement, shall disclose to AT&T all loop qualification data that is used or useful for understanding the transmission characteristic of a loop, irrespective of whether or not the retail operations of BellSouth or to the advanced services affiliate of BellSouth currently utilizes such information. BellSouth shall, at the same time, identify what information is maintained in electronic versus hard copy media. To the extent multiple sources of the same information exist, BellSouth shall identify the most reliable source. Information disclosure shall not be limited to that necessary to answer the preceding questions. For example, to the extent BellSouth keeps records that may permit AT&T to understand the quality of the loop, such records must be identified, including any overall quality indicator that may be retained with the loop record, even if it is subjective in nature. Likewise any baseline test results recorded for the loop and/or any history of trouble tickets logged for the loop under consideration should be identified. Within thirty (30) days of

supplying the preceding information, unless mutually agreeable to allow more time, AT&T and BellSouth shall identify information that will be provided on a routine loop qualification request and what shall be provided through other request mechanisms. In addition, AT&T and BellSouth shall agree upon which items shall be provided electronically and which may be provided through alternative mechanism and the time frames in which such access shall be provided.

BellSouth shall provide AT&T with any information currently available or subsequently made available directly or indirectly to its retail operation and/or affiliates. Such information includes but is not limited to any assessment of what specific variant of xDSL capability a loop can support and whether such support is contingent upon utilization of particular brand(s) or model(s) of network equipment or premises deployed equipment. Until detailed loop qualification information that meets AT&T's requirements is provided BellSouth shall provide but not charge for loop qualification information.

ORDERING

BellSouth shall implement ordering procedures that support AT&T line sharing or access to the HFS of the UNE loop. AT&T, at its option, may also authorize BellSouth to process orders, issued by one or more AT&T authorized Advanced Services Providers, for the purpose of adding, changing or removing capabilities to deliver service in the high frequency spectrum in partnership with AT&T. BellSouth will provide complete documentation and technical assistance necessary for AT&T to understand order format, information content, business rules and all system/network interface requirements necessary to accomplish each of the following tasks:

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P while leaving the service in the HFS of the loop intact. As part of the conversion order, billing of HFS loop UNE to the Advanced Services Provider shall be terminated.

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P and, as part of the same transaction, deliver the HFS (data) loop to the AT&T designated POI. AT&T, at its option, may issue the necessary order(s) to provide the advanced services capability or AT&T may provide the advanced service capability through an AT&T authorized Advanced Services Provider.

Where BellSouth is line sharing, convert the local voice portion to AT&T UNE-P and, as part of the same transaction, discontinue the advanced service.

Where AT&T seeks to add advanced service capability to a UNE loop leased by AT&T, whether on a stand alone basis or as part of UNE-P, install a line splitter to deliver the HFS (data) loop to the AT&T designated POI, perform any necessary conditioning, and perform any operational support as directed by AT&T. AT&T, at its option, may issue the order(s) to provide the advanced services capability or AT&T may issue the orders through an authorized Advanced Services Provider.

Change the AT&T designated POI for the advanced service capability. AT&T, at its option, may issue the necessary order(s) to change the HFS (data) POI location, or AT&T may provide the advanced services capability through an authorized Advanced Services Provider.

Add voice capability, where none currently exists, to a loop where only the high frequency spectrum is used for service delivery. BellSouth shall provide the capability to utilize the telephone number of any voice line currently provided by BellSouth to the retail customer at that same location, provided the retail customer disconnects the associated BellSouth line with that telephone number, and AT&T provides service, via UNE-P from the same central office. As part of the conversion order, BellSouth shall redirect billing of the loop UNE from the Advanced Services Provider to AT&T.

BellSouth shall provide AT&T with the advanced opportunity to test all newly instituted or revised ordering capabilities in conjunction with it own internal systems through a separate testing environment that fully reflects the functionality that will deployed in commercial market operations. Such testing will be provided in accordance with Attachment 7 of this Agreement.

To the extent necessary, AT&T and BellSouth will develop a mutually agreeable methodology for conveying Connecting Facility Assignments (CFAs) for the advanced services equipment deployed in collocation space for those instances where AT&T, rather than an authorized Advanced Services Provider, is providing the advanced services capability.

PROVISIONING

BellSouth provisioning activities associated with HFS access shall not introduce a greater degree of service interruption or service degradation than that experienced when BellSouth line engages in line sharing.

BellSouth shall implement mutually agreeable provisioning procedures for each ordering case identified above. Such procedures shall be fully deployed and demonstrated to meet minimum performance criteria as defined in Attachment 9 by the earlier of thirty (30) days after the Effective Date of this Agreement or when BellSouth deploys procedures to support its line sharing with any CLEC or any advanced service affiliate of BellSouth.

For any ordering case affecting a loop where an advanced service is operable, existing wiring shall not be disturbed nor shall service in the HFS be interrupted or otherwise degraded except as documented, in advance, within mutually agreeable provisioning procedures.

MAINTENANCE

BellSouth will provide AT&T and any AT&T authorized Advanced Services Provider with timely and efficient remote test access capability and operational support necessary to isolate troubles on equipment and facilities used to provide advanced services from those for voice services and from those used in common for voice and advanced services. When AT&T provides the advanced service capability, BellSouth must either provide a mutually agreeable remote test access alternative (i.e., MLT or equivalent) that permits the same degree of trouble isolation by AT&T. Regardless of the party providing the advanced services capability, BellSouth shall be responsible for maintenance and repair of any equipment or facilities that it deploys including, but not limited to, the loop facility on the retail customer side of the splitter, any splitter that BellSouth has deployed and all in office wiring that BellSouth performs. BellSouth shall cooperate with AT&T and any AT&T authorized Advanced Services Provider(s) for the purposes of sectionalizing, diagnosing and otherwise resolving trouble reported or detected on these facilities.

Maintenance metrics shall be reported separately for loops without any advanced services operating, loops which utilize the HFS for data service, and loops supporting only advanced services.

BILLING

Any chargeable activities initiated by an AT&T authorized Advanced Services Provider, as provided for in this section, shall at AT&T's request be billed by BellSouth to the authorized Advanced Services Provider pursuant to that party's interconnection agreement.

3.11 Integrated Digital Loop Carriers

3.11.1 If AT&T requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing cooper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDL. These alternative arrangements will be used where available to permit AT&T to order a Loop and to provide AT&T with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.

3.11.2 **DISAGREE**

AT&T PROPOSAL:

In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide AT&T with the following options:

a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T;

access to a Loop facility and appropriate collocation space in the remote terminal; and

a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL capabilities of equivalent quality to those deployed by BellSouth or its affiliates.

BST PROPOSAL:

~~**In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents AT&T from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide AT&T with the following options:**~~

~~**a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by AT&T;**~~

~~**access to a Loop facility and appropriate collocation space in the remote terminal; and**~~

~~**a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL capabilities of equivalent quality to those deployed by BellSouth or its affiliates.**~~

4. Network Interface Device ("NID")

4.1 Definition. The NID is defined as any means of interconnection of end user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the end user's premises. The NID features two independent chambers or divisions that separate the service provider's network from the on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end user each

make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

4.2 BellSouth shall permit AT&T to connect AT&T's loop facilities to on-premises wiring through BellSouth's NID or at any other technically feasible point.

4.3 **Access to Network Interface Device**

4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), AT&T may access the subscriber's inside wire by any of the following means:

4.3.1.1 BellSouth shall allow AT&T to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.

4.3.1.2 Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

4.3.1.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

4.3.1.4 Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

4.3.2 **[In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors without adhering to state regulatory requirements and without providing prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection (if applicable), to maintain the physical integrity of the NID and to assume full liability for its actions and for any adverse consequences that may result.] [OPEN-BST]**

4.3.3 In no case shall either Party remove or disconnect ground wires from the other Party's NID, enclosures, or protectors.

4.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

4.3.5 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with AT&T to develop specific procedures to establish the most effective means of implementing this section.

4.3.6 Technical Requirements

4.3.6.1 The NID shall provide an accessible point of interconnection for the on-premise wiring, for BellSouth's facilities, for the Subloop Distribution and/or cross connect to AT&T's NID, and shall maintain a connection to ground.

4.3.6.2 The NID shall be capable of transferring electrical analog or digital signals between the on-premise wiring and the Subloop Distribution and/or cross connect to AT&T's NID, consistent with the NID's function at the Effective Date of this Agreement.

4.3.6.3 Where a BellSouth NID exists, it is provided in its "as is" condition. AT&T may request BellSouth do additional work to the NID at the time and materials charges set forth in the appropriate BellSouth Tariff.

4.3.6.4 When AT&T deploys its own local loops with respect to multiple-line termination devices, AT&T shall specify the quantity of NID connections it requires within such device.

5. Subloops

5.1 Definitions

5.1.1 Subloop. The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, ("NID") the minimum point of entry, ("MPOE") the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface ("FDI").

5.1.2 Inside Wire. Inside wire is defined as all loop plant owned by BellSouth on end user customer premises as far as the point of demarcation as defined in 47 C.F.R. § 68.3, including the loop plant near the end user customer premises. AT&T may access the inside wire subloop at any technically feasible point including, but not limited to, the NID, the MPOE, the single point of interconnection, the pedestal, or the pole.

5.1.3 Subloop elements include, but are not limited to, the following: Distribution, including inside wire; Concentration Multiplexing Functionality; and Feeder.

5.2 **Subloop Distribution – DISAGREE**

BST PROPOSAL:

Subloop Distribution

Definition

Subloop Distribution is that portion of the loop between an accessible terminal on the end user side of an FDI, and the end user's point of demarcation. An accessible terminal is a point on the loop where the sub-loop can be accessed without removing a splice case. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a Network Interface Device ("NID"), a minimum point of entry ("MPOE"), or single point of interconnection ("SPOI") on a multi-unit premises which is constructed by BellSouth pursuant to Section 5.2.5 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.

Subloop Distribution will be copper twisted pair.

If AT&T requests a copper twisted distribution pair and it is not available, AT&T may use the Special Construction process to determine the cost of providing the copper facilities.

Requirements for Subloop Distribution

Subloop distribution shall be capable of carrying all signaling messages or tones that are technically feasible for media copper facilities.

BellSouth will provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference

BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.

Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section ____ of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.

Single Unit & Multiunit Installation

In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of copper facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.

In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, access to Sub-Loop Distribution shall be provided to AT&T either by Unbundled Sub-Loop Distribution ("USL-D"), Unbundled Sub-Loop Intra-building Network Cable ("USL-INC") or Unbundled Network Terminating Wire ("UNTW") as requested by AT&T, at the appropriate rate set forth in Exhibit A to this Attachment.

Unbundled Sub-loop – Distribution ("USL-D"). USL-D is the Subloop element which includes the facility from a cross-connect device in the field (i.e., terminal block or cross connect panel) on the end user side of a Feeder Distribution Interface ("FDI"), or any other interconnection point in between these points, to the end user's point of demarcation.

Where AT&T has requested access to the USL-D, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity is sufficient to meet AT&T's request, BellSouth will perform the set-up work to connect AT&T's cable pairs within the cross-connect device. AT&T will then deliver its feeder facility cable to the BellSouth cross-connect device in the field. AT&T's cable will be connected, by a BellSouth technician, to a cross-connect panel within BellSouth's cross-connect device.

Once the set-up work has been completed, AT&T may order the USL-D pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the ordered USL-D pairs to AT&T's cable pairs within the BellSouth cross-connect device.

If existing capacity is not sufficient to accommodate AT&T's request for USL-D, and work must be done to modify existing BellSouth facilities or add new facilities, AT&T may use BellSouth's Special Construction ("SC") process to determine additional costs required to provision the USL-D. AT&T will then have the option of paying the SC charges to modify the BellSouth facilities.

Unbundled Sub-Loop-Intrabuilding Network Cable ("USL-INC") (a.k.a. riser cable). USL-INC is the distribution facility inside a building or between buildings on the same premises (continuous property not separated by a public street or road) and is on BellSouth's side of the demarcation point. INCs are used to distribute network access facilities to equipment rooms (wiring closet), cross-connection or other distribution point on which connection is made with customer premises wiring. Sub-Loop-INC will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.

Where AT&T has requested access to the USL-INC, BellSouth will determine if is technically feasible to place the required facilities. If existing capacity and space is sufficient to meet AT&T's request, BellSouth will perform the set-up work. BellSouth will provide and install a cross-connect panel for the purpose of providing AT&T access to the USL-INC pairs. The cross-connect panel will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for AT&T's use on this cross-connect panel. AT&T will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

Once the set-up work has been completed, AT&T may order USL-INC pairs by submitting a Local Service Request ("LSR") form to the Local Carrier Service Center ("LCSC"). A BellSouth technician will then connect the requested USL-INC pairs on the cross-connect block and AT&T will have access to the requested USL-INC pairs to connect to its facilities.

Unbundled Network Terminating Wire ("UNTW"). UNTW is twisted-pair copper wire that extends from the BellSouth Garden Terminal or Wiring Closet at the point of termination of BellSouth's loop distribution facilities to the end-user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.

Requirements

On a multi-unit premises where BellSouth owns the network terminating wire, and by request of AT&T, BellSouth will construct an Access Terminal at each Garden Terminal or in a Wiring Closet location that is suitable for use by multiple carriers. In a Multi-Dwelling Unit ("MDU"), UNTW pairs at each Access Terminal location will be connected to the Access Terminals. AT&T will be required to deliver and connect its central office facilities to this Access Terminal. AT&T is responsible for obtaining the property owner's permission for BellSouth to install the Access Terminals. AT&T may access any available pair on an Access Terminal unless BellSouth is using the pair to concurrently provide service. Prior to connecting AT&T service on a pair previously used by BellSouth, AT&T is responsible for ensuring the end-user is no longer using BellSouth service before it accesses the UNTW pairs.

In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW if NTW is not available to provision the services of AT&T.

BellSouth will only provide access to UNTW where BellSouth provides the wiring all the way to the end-user's premises.

The non-recurring and recurring charges for accessing the UNTW pairs set forth in Exhibit A to this Attachment shall apply at the time AT&T activates the pairs. Once AT&T has accessed a UNTW pair to serve its end user, AT&T shall submit a Local Service Request ("LSR") form to BellSouth to report activation of that UNTW pair. AT&T may submit a single LSR to report multiple pairs on the same Access Terminal.

AT&T will be responsible for isolating and reporting UNTW repair problems to the UNE Center. AT&T must tag the UNTW pair that requires repair for BellSouth. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is

found, BellSouth will charge AT&T for time spent on the dispatch and for time spent testing UNTW.

If AT&T or a third party service provider has not activated at least one UNTW pair on an Access Terminal installed pursuant to AT&T's request within six months of installation of the Access Terminal, BellSouth may bill AT&T a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

If BellSouth determines that AT&T is accessing UNTW pairs without reporting such access to BellSouth, BellSouth may take the following action:

If AT&T has issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, AT&T will be billed for the usage of the pair back to the disconnect order date.

If AT&T activated a UNTW pair on which BellSouth was not previously providing service, AT&T will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request from BellSouth, AT&T will provide copies of its billing records to substantiate such date. If AT&T fails to provide such records, then BellSouth will bill back to AT&T for the UNTW pairs, to the date of the Access Terminal installation.

Single Point of Interconnection

If a single point of interconnection ("SPOI") is not available and upon Request from AT&T, BellSouth will install a SPOI at a multi-unit premises if it is technically feasible and where space allows. The SPOI should be suitable for use by multiple carriers. AT&T, as the requesting party, must obtain the property owner's permission for BellSouth to install additional facilities on AT&T's behalf.

This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to sub-loops at any technically feasible point.

Rates for installing a SPOI will be determined on an individual case basis.

AT&T PROPOSAL:

Subloop Distribution

Subloop Distribution provides connectivity between an interconnection point (i.e., terminal block or cross connect panel) on the end user side of an FDI, or any other interconnection point in between these points, including a SPOI at the MPOE, and the end user's point of demarcation. Subloop Distribution can be accessed at any technically feasible point, including but not limited to, a pole or pedestal, a NID, a MPOE, or single point of interconnection which is constructed by BellSouth pursuant to Section 5.2.5 below. Subloop Distribution will be provisioned as 2-wire or 4-wire circuits up to and including the end user's demarcation point.

Subloop Distribution will be copper twisted pair, coaxial cable, or single or multi-mode fiber optic cable. A Combination that includes two or more of these media is also possible. Where BellSouth constructs a single point of interconnection in a multiunit installation in accordance with 47 CFR 51.319(a)(2)(E) and applicable state law, BellSouth shall provide a copper twisted pair even in instances where the Subloop Distribution for services that BellSouth offers is other than a copper facility in accordance with Section 5.2.5 of this Attachment. In other circumstances, BellSouth shall provide to AT&T, upon request, a copper twisted pair even in instances where the Subloop Distribution for services that BellSouth offers is other than a copper facility, and in such circumstances, the special construction process will be used to determine the cost for placing new copper facilities.

Requirements for Subloop Distribution

Subloop distribution shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

BellSouth will provide the infrastructure necessary to provision, test, and maintain subloop distribution as set forth in Attachment 7 of this Agreement, incorporated herein by this reference.

BellSouth shall offer Subloop Distribution in accordance with this Section 5.2.

Upon request, BellSouth shall provide line conditioning for Subloop Distribution pursuant to Section 3.3 of this Attachment 2 and at the rates set forth in Exhibit A of this Attachment 2, all incorporated herein by this reference.

Single Unit & Multiunit Installation

In the case of BellSouth facilities serving a single unit installation (e.g., a single residence or single business location), Subloop Distribution consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI and can be accessed at any technically feasible point in between.

In the case of BellSouth facilities serving multiple unit installations, e.g., apartments, condominiums, office buildings and office complexes, Subloop Distribution shall be furnished to AT&T, depending on the location at which AT&T intends to interconnect its facilities, in either of the following elements, as requested by AT&T, at the appropriate rate set forth in Exhibit A to this Attachment:

Subloop Distribution. This is the entire Subloop Distribution element which includes all facilities from an interconnection point (e.g., terminal block or cross connect panel) on the end user side of an FDI, or any other interconnection point in between these points, including an SPOI at the MPOE, to the end user's point of demarcation; or

Network Terminating Wire ("NTW"). NTW extends from the BellSouth wiring closet, garden terminal or other cross-connect distribution point at a SPOI at the MPOE, to the end user's point of demarcation. NTW includes house and riser cable as the last segment of the field-side loop facilities that, in multi-unit configurations, represent the facilities extending from an SPOI at the MPOE to serve individual end users. Configurations depicting a wiring closet and garden terminal and are attached to this Attachment as Exhibit E.

Requirements

BellSouth shall be required to relinquish the first NTW pair and make it available to AT&T unless BellSouth is using the first NTW pair to concurrently serve the end user requesting service from AT&T. When BellSouth is using the first NTW pair to provide concurrent service, BellSouth will offer to AT&T spare pairs that are available to an end user's premises.

Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end user's premise, in response to a request from such end user, AT&T agrees to surrender its unused spare pair(s) upon request by BellSouth.

If an end user of AT&T desires to receive local exchange service from a telecommunications service provider who is not a Party to this Agreement, and such third party telecommunications service provider needs access to the BellSouth NTW to provide local exchange service to the end user, then AT&T agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

Single Point of Interconnection

BellSouth shall provide a single point of interconnection ("SPOI") at multiunit premises' MPOE that is suitable for use by multiple carriers and where all NTW pairs are fully accessible. AT&T's employees and agents shall have direct access to the SPOI at the MPOE and all NTW pairs at the SPOI at the MPOE, without the necessity of coordinating such efforts with BellSouth's employees or agents. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If a single point of interconnection does not exist where all NTW pairs can be accessed, BellSouth must construct a single point of interconnection that has such capability and is suitable for use by multiple carriers. The process by which BellSouth shall provide such single point of interconnection is more fully set forth in Exhibit F to this Attachment 2.

5.3 Subloop Concentration Multiplexing Functionality

5.3.1 Where facilities permit, BellSouth will provide to AT&T the ability to concentrate its subloops onto multiple DS1s back to the BellSouth central office.

5.3.2 Definition

5.3.2.1 The Subloop Concentration Multiplexing Functionality: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) where available, performs electrical to optical (E/O) conversion.

5.3.2.2 The Subloop Concentration Multiplexing Functionality may be provided through a Digital Loop Carrier ("DLC") system, multiplexer or other

equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

5.3.3 Technical Requirements

5.3.3.1 The Subloop Concentration Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the AT&T distribution media to the BellSouth feeder media. BellSouth's feeder media can be copper, coaxial (if deployed) or fiber. To the extent unbundling involves "concentration," BellSouth and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. If concentration ratios are established which result in reengineering of the facilities, special construction charges will apply.

5.3.3.2 When BellSouth provides a Subloop Concentration Multiplexing Functionality or Loop repeaters, BellSouth shall provide power for subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

5.3.3.3 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.4 The Subloop Concentration Multiplexing Functionality shall continuously monitor protected circuit packs and redundant common equipment in the same manner which BellSouth provides such functionality to itself.

5.3.3.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

5.3.3.6 The Subloop Concentration Multiplexing Functionality shall be capable of performing its functions on the signals needed to provide telecommunications services capable of being transmitted through said Subloop Concentration Multiplexing Functionality.

5.3.3.7 BellSouth shall provide power for the Subloop Concentration Multiplexing Functionality, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office, where BellSouth provides such functionality to itself.

5.3.3.8 With the Effective Date of this Agreement, Subloop Concentration Multiplexing Functionality, using the Lucent Series 5 equipment, will be

offered in two different systems. System A will allow up to 96 of AT&T's subloops to be concentrated onto multiple DS1s. System B will allow an additional 96 of AT&T's subloops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the BSWC is known as a feeder interface. Except where the Subloop Concentration Multiplexing Functionality is currently combined with other Network Elements. All DS1 Feeder Interfaces will terminate to AT&T's Collocation Space within the BSWC that serves the RT where AT&T's subloops are connected. Subloop Concentration Multiplexing Functionality service is offered with or without concentration and with or without a protection DS1. If BellSouth deploys a different technology for Subloop Concentration Multiplexing Functionality in its network, the Parties will negotiate rates, terms and conditions for AT&T's access to such Subloop Concentration Multiplexing Functionality.

5.3.3.9 If technically feasible, BellSouth shall provide AT&T access to the Subloop Concentration Multiplexing Functionality in response to a specific AT&T request. Otherwise, AT&T would be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow AT&T's subloops to then be placed on the Subloop Concentration Multiplexing Functionality.

5.3.3.10 The Subloop Concentration Multiplexing Functionality shall be provided to AT&T in accordance with applicable industry standard technical references.

5.3.3.11 BellSouth shall provide AT&T real time performance and alarm data that may affect AT&T's traffic, if and when technically feasible and to partition such data for AT&T where feasible.

5.3.3.12 At AT&T's optionBellSouth shall provide AT&T with real time ability to initiate non service-affecting tests on the underlying device that provides Subloop Concentration Multiplexing Functionality.

5.4 Subloop Feeder

5.4.1 Definition

5.4.1.1 The Subloop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Subloop Distribution and a termination point appropriate for the media in a central office, or (2) a Subloop Concentration Multiplexing Functionality provided in a remote terminal and a termination point appropriate for the media in a central office. If technically feasible, BellSouth shall provide AT&T physical access to the FDI, and the right to connect the Subloop Feeder to the FDI in response to a specific AT&T request. Otherwise, BellSouth shall provide the necessary cabling between BellSouth's equipment (i.e., FDI) and AT&T's equipment.

5.4.1.2 The physical medium of the Subloop Feeder may be copper twisted pair, coaxial (if deployed), or single or multi-mode fiber. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Subloop Feeder for services that BellSouth offers is other than a copper facility, and in such cases, the special construction process will be used to determine the cost of placing new copper facilities.

5.4.2 Requirements for Subloop Feeder

5.4.2.1 The Subloop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in BellSouth's network.

5.4.2.2 BellSouth shall provide appropriate power for all active elements in the Subloop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant RT, where BellSouth provides such functionality to itself.

5.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

5.4.3.1 In addition to requirements set forth in Section 5.4.2 above, and where available in the BellSouth network, AT&T may require BellSouth to provide copper twisted pair Subloop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that AT&T can use these Subloop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

5.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder

5.4.4.1 In addition to the requirements set forth in this Section and where available in the BellSouth network, AT&T may designate that the

Subloop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable industry standard technical references.

5.4.5 Additional Technical Requirements for Optical Subloop Feeder

5.4.5.1 Where available in BellSouth's network AT&T may designate that Subloop Feeder will transport DS3 and OCn (where n is defined in the industry standard technical reference.). The requirements for such transport are defined in the applicable industry standard technical references.

5.4.6 Interface Requirements

5.4.6.1 If AT&T desires access to unbundled Subloop Feeder in a BellSouth Central Offices, the Subloop Feeder point of termination ("POT") will be as follows:

5.4.6.1.1 Copper twisted pairs shall terminate on the MDF;

5.4.6.1.2 DS1 Subloop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

5.4.6.1.3 Fiber Optic cable shall terminate on a LGX.

6. **Switching Capabilities**

6.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 6.3 of this Attachment 2, to AT&T for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to AT&T for the provision of a telecommunications service only in the limited circumstance described in Section 6.6.9 of this Attachment 2.

6.2 Except as otherwise provided for herein, BellSouth shall not impose any restrictions on AT&T regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of BellSouth's network by BellSouth or any other telecommunications carrier.

6.3 Local Circuit Switching Capability, including Tandem Switching Capability.

6.3.1 Definition

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

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

6.3.1.3 When BellSouth provides the local circuit switching, BellSouth will provide to AT&T, upon request, customized routing (selective routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; (iii) for AT&T's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by AT&T or (iv) to a repair center. AT&T end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow AT&T to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. **[Customized routing will include but not be limited to the customized routing of inter-switch traffic on a wire center basis to a port other than the standard routing used by BellSouth.] [OPEN-AT&T]**

6.4 [AIN Customized (Selective) Carrier Routing

6.4.1 **BellSouth will provide AIN customized carrier routing at the request of AT&T. AIN customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls, to pre-selected destinations.**

6.4.2 **AT&T shall order AIN customized carrier routing through its Account Team. AIN customized carrier routing must first be established regionally and then on a per central office, per state basis.**

6.4.3 **AIN customized carrier routing is not available in DMS 10 switches.**

6.4.4 **Where AIN customized carrier routing is utilized by AT&T, the routing of AT&T's end user calls shall be pursuant to information provided by AT&T and stored in BellSouth's AIN customized carrier routing service control point database. AIN customized carrier routing shall utilize a set of line class codes ("LCCs") unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN customized carrier routing is established.**

6.4.5 **Upon ordering of AIN customized carrier routing regional service, AT&T shall remit to BellSouth the regional service order non-recurring charges set forth in Exhibit A of this Attachment, incorporated herein by this reference. There shall be a non-recurring end office establishment charge per office due at the addition of each central office where AIN customized carrier routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment, incorporated herein by this reference. For each AT&T end user activated, there shall be a non-recurring end user establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of this Section 6.4, incorporated herein by this reference. AT&T shall pay the AIN customized carrier routing per query charge set forth in Exhibit A of this Attachment, incorporated herein by this reference.**

6.4.6 **The regional service order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Customized Carrier Routing Order Request-Form A, Central Office AIN Customized Carrier Routing Order Request-Form B, AIN_SCR Central Office Identification Form-Form C,**

AIN_SCR Routing Options Selection Form-Form D, and Routing Combinations Table-Form E. BellSouth has thirty (30) days to respond to the client's fully completed firm order as a regional service order. With the delivery of this firm order response to AT&T, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the regional service order payment must be paid when at least 90% of the central offices listed on the original order have been turned up for the service.

6.4.7 **The non-recurring end office establishment charge will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.**

6.4.8 **End user establishment orders will not be turned-up until the second payment is received for the regional service order. The non-recurring end user establishment charges will be billed to AT&T following BellSouth's normal monthly billing cycle for this type of order.**

6.4.9 **Additionally, the AIN customized carrier routing per query charge will be billed to AT&T following the normal billing cycle for per query charges.**

6.4.10 **All other network components needed, for example, unbundled switching and unbundled local transport, etc., will be billed accordingly per contracted rates.] [OPEN- AT&T]**

6.5 **[Line Class Code Customized (Selective) Carrier Routing**

6.5.1 **BellSouth will provide line class codes customized carrier routing at the request of AT&T. Line class code customized carrier routing will provide AT&T with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to preselected destinations.] [OPEN-AT&T/BST]**

6.6 Technical Requirements

6.6.1 Local Switching shall be at least equal to the requirements for Local Switching set forth in the applicable industry standard technical references.

6.6.2 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the AT&T Signaling System 7 ("SS7") network.

6.6.3 BellSouth's local switch shall accept mutually agreeable AIN responses from the AT&T Service Control Point ("SCP") via SS7 network interconnection then continue call handling according to instructions contained in the response.

6.6.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

6.6.5 BellSouth shall activate service for an AT&T end user or network interconnection on any of the local circuit switching interfaces. This includes provisioning changes to change an end user from BellSouth's services to AT&T's services without loss of switch feature functionality as defined in this Agreement.

6.6.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests ("MLT") and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

6.6.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact local circuit switching.

6.6.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

6.6.9 BellSouth shall perform manual call trace and permit end user originated call trace.

6.6.10 For local switching used as 911 Tandems, BellSouth shall allow interconnection from AT&T local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point ("PSAP").

6.6.11 Special Services provided by BellSouth will include the following:

6.6.11.1 Essential service lines;

6.6.11.2 Telephone Service Prioritization;

6.6.11.3 Related services for handicapped;

6.6.11.4 Soft dial tone where required by law; and

6.6.11.5 Any other service required by law.

6.6.12 BellSouth shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPS"). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

6.6.13 BellSouth shall provide interfaces to adjuncts in accordance with the technical specifications set forth in the applicable industry standard technical references. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

6.6.14 BellSouth shall provide performance data regarding an end user line, traffic characteristics or other measurable elements to AT&T, upon a reasonable request from AT&T. AT&T will pay BellSouth for all costs incurred to provide such performance data through the process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

6.6.15 BellSouth shall offer to AT&T all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical specifications set forth in the applicable industry standard technical references. Triggers that are currently available include:

6.6.15.1 Off-Hook Immediate,

6.6.15.2 Off-Hook Delay,

6.6.15.3 Termination Attempt,

6.6.15.4 3/6/10 Public Office Dialing Plan,

6.6.15.5 Feature Code Dialing,

6.6.15.6 Customer Dialing Plan.

6.6.16 When additional triggers are supported by BellSouth, BellSouth will make these triggers available to AT&T:

6.6.16.1 Private EAMF Trunk,

6.6.16.2 Shared Interoffice Trunk (EAMF, SS7),

6.6.16.3 N11,

6.6.16.4 Automatic Route Selection.

6.6.17 If an AT&T end user subscribes to AT&T provided voice mail and messaging services, BellSouth shall redirect incoming calls to the AT&T system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings) through dedicated trunks provided by AT&T. In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced ("SMDI-E") interface to the AT&T system. BellSouth shall support the Inter-switch Voice Messaging Service ("IVMS") capability.

6.7 **Tandem Switching**

6.7.1 Definition

6.7.1.1 The Tandem Switching Capability is defined as:

6.7.1.1.1 Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

6.7.1.1.2 The basic switch trunk function of connecting trunks to trunks; and

6.7.1.1.3 The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

6.7.1.2 BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and reports of the testing shall be made immediately available to AT&T.

6.7.1.3 BellSouth shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

6.7.1.4 BellSouth shall control congestion points and network abnormalities. Congestion control provided or imposed on AT&T traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block AT&T traffic and leave its traffic unaffected or less affected).

6.7.1.5 Tandem Switching shall process originating toll-free traffic received from an AT&T local switch.

6.7.1.6 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from

the Local Switching Network Element, to the extent such Tandem Switch has such capability.

6.7.1.7 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

6.8 **Interface Requirements**

6.8.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

6.8.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

6.8.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

6.8.4 Tandem Switching shall interconnect with AT&T's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At AT&T's request, Tandem Switching shall record and keep records of traffic for billing.

6.9 Packet Switching

6.9.1 Definition

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

6.9.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

6.9.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

6.9.4 The ability to extract data units from the data channels on the loops, and

6.9.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

6.9.6 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

6.9.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

6.9.6.2 There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer;

6.9.6.3 BellSouth has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the AT&T obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319(b); and

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

6.9.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

7. Operator Service and Directory Assistance Service

7.1 **DISAGREE**

BST PROPOSAL:

BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit __ only where BellSouth does not offer to AT&T customized (selective) routing or compatible signaling protocal. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services.

AT&T PROPOSAL:

BellSouth shall provide operator services and directory assistance on an unbundled basis at the rates set forth in Exhibit A to this Attachment only where BellSouth does not offer

to AT&T customized (selective) routing or compatible signaling protocol. In cases where AT&T requests operator services and directory assistance and BellSouth offers customized (selective) routing, BellSouth and AT&T will negotiate the rates, terms and conditions of said operator services and directory assistance services.

BellSouth and AT&T will jointly test BellSouth's capability to provide customized (selective) routing as described in this Attachment. If this test demonstrates that customized (selective) routing is not provided at parity with that routing provided by BellSouth to itself, the Parties agree to negotiate terms and conditions for BellSouth's provision to AT&T of Operator Services and Directory Assistance as Network Elements.

When BellSouth provides Operator Services and Directory Assistance as Network Elements to AT&T pursuant to Section 7.1.1 above, Sections 7.2.1 and 7.2.2 below shall apply.

7.2 **[Operator Systems**

7.2.1 Definition

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

7.2.2 **Operator Service**

7.2.2.1 Definition

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

7.2.2.2 Requirements

7.2.2.2.1 **When AT&T requests BellSouth to provide Operator Services, the following requirements apply:**

7.2.2.2.1.1 **BellSouth shall complete 0+ and 0- dialed local calls.**

7.2.2.2.1.2 **BellSouth shall complete 0+ intraLATA toll calls.**

7.2.2.2.1.3 **BellSouth shall process calls that are billed to AT&T end user's calling card that can be validated by BellSouth.**

7.2.2.2.1.4 **BellSouth shall complete person-to-person calls.**

7.2.2.2.1.5 **BellSouth shall complete collect calls.**

7.2.2.2.1.6 **BellSouth shall provide the capability for callers to bill to a third party and complete such calls.**

7.2.2.2.1.7 **BellSouth shall complete station-to-station calls.**

7.2.2.2.1.8 **BellSouth shall process emergency calls.**

7.2.2.2.1.9 **BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.**

7.2.2.2.1.10 **BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.**

7.2.2.2.1.11 **BellSouth shall process operator-assisted directory assistance calls.**

7.2.2.2.1.12 **BellSouth shall adhere to equal access requirements, providing AT&T local end users the same IXC access as provided to BellSouth end users.**

7.2.2.2.1.13 **BellSouth shall exercise at least the same level of fraud control in providing Operator Service to AT&T that BellSouth provides for its own operator service.**

7.2.2.2.1.14 **BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.**

7.2.2.2.1.15 **BellSouth shall direct customer account and other similar inquiries to the customer service center designated by AT&T.**

7.2.2.2.1.16 **BellSouth shall provide a feed of customer call records in "EMI" format to AT&T in accordance with CLEC ODUF standards**

specified in Attachment 6 of this Agreement, incorporated herein by this reference.

7.2.2.3 Interface Requirements

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

7.2.3 Directory Assistance Service

7.2.3.1 Definition

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

7.2.3.2 Requirements

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

7.2.3.3 Directory Assistance Service Updates

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

7.2.3.3.1.1 New end user connections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users;

7.2.3.3.1.2 End user disconnections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users; and

7.2.3.3.1.3 End user address changes: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its end users.

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

7.2.4 Branding for Operator Call Processing and Directory Assistance

7.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to AT&T end users using Directory Assistance ("DA")/Operator Call Processing ("OCP") prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows AT&T to have its calls custom branded with AT&T's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

7.2.4.2 BellSouth offers four service levels of branding to AT&T when ordering Directory Assistance and/or Operator Call Processing.

7.2.4.2.1 Service Level 1 - BellSouth Branding

7.2.4.2.2 Service Level 2 - Unbranded

7.2.4.2.3 Service Level 3 - Custom Branding

7.2.4.2.4 Service Level 4 - Self Branding (applicable only to AT&T for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

7.2.5 For Resellers and Use with an Unbundled Port

7.2.5.1 BellSouth Branding is the Default Service Level.

7.2.5.2 Unbranding, Custom Branding, and Self Branding require AT&T to order selective routing for each originating BellSouth end office identified by AT&T. Rates for Selective Routing are set forth in this Attachment.

7.2.5.3 Customer Branding and Self Branding require AT&T to order dedicated trunking from each BellSouth end office identified by AT&T, to either the BellSouth Traffic Operator Position System ("TOPS") or AT&T Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

7.2.5.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by

BellSouth from those end offices identified by AT&T to the BellSouth TOPS. These calls are routed to "No Announcement."

7.2.6 For Facilities Based Carriers

7.2.6.1 All Service Levels require AT&T to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

7.2.6.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which AT&T requires service.

7.2.7 Directory Assistance customized branding uses:

7.2.7.1 the recording of the name;

7.2.7.2 the front-end loading of the Digital Recorded Announcement Machine ("DRAM") in each TOPS switch.

7.2.8 Operator Call Processing customized branding uses:

7.2.8.1 the recording of the name;

7.2.8.2 the front-end loading of the DRAM in the TOPS Switch;

7.2.8.3 the back-end loading in the audio units in the Automated Alternate Billing System ("AABS") in the Interactive Voice Subsystem ("IVS");

7.2.8.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service ("EBAS") in the Network Applications Vehicle ("NAV").

7.2.9 BellSouth will provide to AT&T purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. AT&T end users may use the same dialing arrangements as BellSouth end users, but obtain a AT&T branded service.] [OPEN-AT&T/BST]

8. Interoffice Transmission Facilities

8.1 BellSouth shall:

8.1.1 Provide AT&T, upon request, exclusive use of interoffice transmission facilities dedicated to a particular end user or carrier, or use the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

8.1.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that AT&T, upon request, could use to provide telecommunications services; and

8.1.3 Permit, to the extent technically feasible, AT&T, upon request, to connect such interoffice facilities to equipment designated by AT&T, including but not limited to, AT&T's collocated facilities.

8.2 Shared Transport

8.2.1 Definition

8.2.1.1 Shared Transport is defined as transmission facilities shared by more than one telecommunications carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

8.2.2 Technical Requirements

8.2.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for central office to central office connections in accordance with the applicable industry standard technical references.

8.2.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

8.2.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

8.3 **Dedicated Transport**

8.3.1 Definition

8.3.1.1 Dedicated transport is defined as BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

8.3.1.2 BellSouth will, to the extent technically feasible, permit AT&T to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.3.1.3 **Local Channel**

8.3.1.3.1 The Local Channel is the dedicated transmission path between AT&T's point of presence and the BSWC.

8.3.1.3.2 Local Channels may be used for either switched or non-switched traffic. Rates for Local Channels are contained in Exhibit A of this Attachment 2.

8.3.1.4 Technical Requirements.

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

8.3.1.4.2 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to AT&T designated traffic.

8.3.1.4.3 [BellSouth shall offer Dedicated Transport in all documented bandwidth interfaces used within BellSouth's network, including, but not limited to, DS1 and DS3 and OCn]. [OPEN-AT&T]

8.3.1.4.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

8.3.1.4.5 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for end user interface to central office connections in the technical reference set forth in the applicable industry standard technical reference.

8.3.1.4.6 When requested by AT&T, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.3.1.4.7 When physical diversity is requested by AT&T, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T). BellSouth shall take appropriate steps to assure physical diversity continues to be provided for the duration of the period that AT&T employs or until such time that AT&T notifies BellSouth that physical diversity is no longer required.

8.3.1.4.8 Upon AT&T's request, BellSouth shall provide nondiscriminatory performance monitoring and alarming.

8.3.1.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

~~8.3.1.4.9.1 [SONET standard interface rates in accordance with the applicable industry standard technical references.]~~ **[OPEN-AT&T]**

~~8.3.1.4.9.2 [SDH Standard interface rates in accordance with International Telecommunications Union ("ITU") Recommendation G.707 and Plesiochronous Digital Hierarchy ("PDH") rates per ITU Recommendation G.704.]~~ **[OPEN-AT&T]**

8.3.1.4.10 When Dedicated Transport is provided as a system, BellSouth shall design the system according to BellSouth's **[AT&T's]** network infrastructure to allow for the termination points specified by AT&T. **[OPEN-AT&T]**

~~8.3.1.4.11 [Upon AT&T's request, BellSouth shall provide AT&T with electronic provisioning control of AT&T rings. As system development allows, BellSouth shall provide this functionality in other transport systems (e.g., linear transport systems.)~~ **[OPEN-AT&T]**

~~8.3.1.5 [Technical Requirements for Dedicated Transport using SONET technology.~~

~~8.3.1.5.1 This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.~~

~~8.3.1.5.2 All SONET Dedicated Transport provided as a system shall:~~

~~8.3.1.5.2.1 Be synchronized from both a primary and secondary Stratum 1 level timing source.~~

~~8.3.1.5.2.2 Provide SONET standard interfaces.~~

~~8.3.1.5.2.3 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):~~

~~8.3.1.5.2.3.1 No more than 10 errored seconds per day; and~~

~~8.3.1.5.2.3.2 No more than 1 severely errored second per day.~~

~~8.3.1.5.3 All SONET rings shall:~~

~~8.3.1.5.3.1 Support dual ring interworking per SONET Standards.~~

~~8.3.1.5.4 To the extent technically feasible, BellSouth shall provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.~~

~~8.3.1.5.5 Provide the ability to disable ring protection switching at AT&T's direction (selective protection lock-out), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.~~

~~8.3.1.5.6 Provide the ability to use the protection channels to carry traffic (extra traffic), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.~~

~~8.3.1.5.7 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.~~

~~8.3.1.5.8 Have settable ring protection switching thresholds that shall be set in accordance with AT&T's specifications.~~

~~8.3.1.5.9 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.~~

~~8.3.1.5.10 Provide non-revertive protection switching. This requirement applies to path switched rings only.~~

~~8.3.1.5.11 Adhere to the following availability requirements:~~

~~8.3.1.5.11.1 For any circuit through the ring, no more than 3.5 minutes of unavailability per month.~~

~~8.3.1.5.11.2 For any circuit through the ring, no more than 10 minutes of unavailability per year.]~~ **[OPEN-AT&T]**

8.3.1.5.12 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry standard technical references

8.4 DARK FIBER

8.4.1 Definition

8.4.1.1 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

8.4.2 Requirements

8.4.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to AT&T.

8.4.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at AT&T's request subject to time and materials charges.

8.4.2.3 AT&T may test the quality of the Dark Fiber to confirm its usability and performance specifications.

8.4.2.4 BellSouth shall use its best efforts to provide to AT&T information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from AT&T ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation,

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

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

8.4.2.6 Dark fiber shall meet the manufacturers' design specifications.

8.4.2.7 AT&T may splice and test Dark Fiber obtained from BellSouth using AT&T or AT&T designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

9. Signaling Networks and Call-Related Databases

9.1 BellSouth shall provide AT&T access to signaling networks, call-related databases, and service management systems on an unbundled basis for the provision of a telecommunications service.

9.2 Signaling Networks

9.2.1 Signaling networks include, but are not limited to, signaling links and signaling transfer points. When AT&T purchases unbundled switching capability from BellSouth, BellSouth shall provide access to its signaling network from that switch in the same manner in which it obtains access itself. BellSouth shall provide AT&T with its own switching facilities access to BellSouth's signaling network for each of the AT&T switches. This connection shall be made in the same manner as BellSouth connects one of its own switches to a signaling transfer point.

9.2.2 Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between AT&T-designated Signaling Points of Interconnection ("SPOI") and BellSouth Point of Interconnection that provides appropriate physical diversity.

9.2.3 The network termination point where this interconnection takes place is called the STP port termination.

9.2.4 Technical Requirements

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

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

9.2.4.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch ("STPS") pair and consists of two links; and

9.2.4.2.2 As a "D/B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers ("CLECs")) and consists of four links.

9.2.4.3 A signaling link layer shall satisfy a performance objective such that:

9.2.4.3.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.2.4.3.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.2.4.4 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.2.4.4.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.2.4.4.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D/B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.2.4.5 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the central office where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting AT&T local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and AT&T will work jointly to establish mutually acceptable SPOIs.

9.2.5 Signaling Transfer Points

9.2.5.1 Definition

9.2.5.1.1 Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the STPSs and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and STPS.

9.2.5.2 Technical Requirements

9.2.5.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.2.5.2.1.1 BellSouth Service Control Points/DataBases and

9.2.5.2.1.2 Third-party-provided STPSs.

9.2.5.2.2 The connectivity provided by STPs shall fully support the functions of all Network Elements and AT&T or other third-party switching systems and STPs connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth's SS7 network (i.e., transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.

9.2.5.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

9.2.5.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.2.5.2.5 STPs shall provide on a non-discriminatory basis all functions of the Operations, Maintenance and Administration Part ("OMAP") commonly provided by STPSs. All OMAP functions will be on a "where available" basis and can include:

9.2.5.2.5.1 MTP Routing Verification Test ("MRVT") and

9.2.5.2.5.2 SCCP Routing Verification Test ("SRVT").

9.2.5.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an AT&T or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by AT&T and BellSouth.

9.2.5.2.7 BellSouth STPs shall route mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part ("SCCP") called party address.

9.2.5.2.8 STPs shall be equal to or better than the technical specifications set forth in the applicable industry standard technical references.

9.2.5.3 Message Screening

9.2.5.3.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.2.5.3.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

9.3 SS7 Advanced Intelligent Network ("AIN") Access

9.3.1 SS7 AIN Access shall provide the AT&T SCP access to BellSouth local switch via interconnection of BellSouth SS7 and AT&T SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.3.2 SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the AT&T SS7 network to exchange TCAP queries and responses with an AT&T SCP.

9.4 Call-Related DataBases

9.4.1 Definition

9.4.1.1 Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. For purposes of switch query and database response through a signaling network, BellSouth shall provide access to its call-related databases, including but not limited to, the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. BellSouth shall not be required to unbundle the services created in the AIN platform and architecture that qualify for proprietary treatment. BellSouth shall allow AT&T when AT&T has purchased BellSouth's local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth itself. BellSouth shall allow AT&T when it has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows AT&T to provide any call-related database-supported services to customers served by AT&T's switch. BellSouth shall provide AT&T, upon request, with access to call-related databases in a manner that complies with section 222 of the Act.

9.4.2 A Service Control Point ("SCP") is a specific type of Database functionality deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

9.4.3 Technical Requirements

9.4.3.1 Requirements for call-related databases within this section address storage of information, access to information (e.g., signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All call-related databases shall be provided in accordance with the following requirements:

9.4.3.1.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols, as specified in this Attachment 2, with TCAP as the application layer protocol.

9.4.3.1.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols.

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

9.4.4 Database Availability

9.4.4.1 Call-related databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call-related databases will impact all service providers, including BellSouth, equally.

9.4.4.2 Any AT&T order for data to be added, modified or deleted from the databases shall be consistent with the ordering and provisioning requirements of this Agreement.

9.4.4.3 BellSouth shall make available call-related database functionality and complete database transactions (e.g., add, modify or delete) for AT&T customer records stored in BellSouth's databases on a basis that is equivalent to that which it provides to itself or third-party requesting telecommunications carriers.

9.4.5 Line Information Database ("LIDB")

9.4.5.1 AT&T acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

9.4.5.2 Definition.

9.4.5.2.1 The LIDB is a transaction-oriented database accessible through Common Channel Signaling ("CCS") networks. It contains records associated with customer Line Numbers and Special Billing Numbers relating to service in the BellSouth region.

9.4.5.2.2 The LIDB Storage Agreement, which contains the terms and conditions for AT&T's access to LIDB, is attached as Exhibit A to Attachment 6, incorporated herein by this reference.

9.4.6 Toll Free Number Database

9.4.6.1 The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

9.4.6.1.1 BellSouth shall make BellSouth Toll Free Number Database available for AT&T to query with a toll-free number and originating information.

9.4.6.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

9.4.6.2 Interface Requirements

9.4.6.2.1 The signaling interface between the AT&T or other local switch and the Toll-Free Number database shall use the TCAP protocol and in the signaling network interface as specified in the applicable industry standard technical references.

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

9.4.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

9.4.7.2 Technical Requirements

9.4.7.2.1 BellSouth shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. BellSouth shall provide AT&T with record input format, consistent with the requirements imposed on BellSouth by the governmental body administering 911 services. BellSouth shall provide error reports from the ALI/DMS data base to AT&T as soon as possible, but in any event, within 24 hours after AT&T or its agents enters information into the ALI/DMS data base. The error reports may be provided electronically if AT&T purchases the capability. If an electronic interface is not available as an offering or because of a system outage for AT&T or its agents to provide daily updates to the ALI/DMS database or for BellSouth to provide error

reports from the ALI/DMS database, BellSouth shall establish a process or procedure to receive, send and process within one business day AT&T Customer Information. The error files will contain the AT&T reference date and file number of the original record sent.

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

9.4.7.2.2.1 Name;

9.4.7.2.2.2 Address;

9.4.7.2.2.3 Telephone number; and

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

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

9.4.7.2.4 When Remote Call Forwarding ("RCF") is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record.

9.4.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

9.4.7.2.6 At either Party's option, however not to exceed annually unless otherwise agreed to by the Parties, the databases of both Parties shall be compared for accuracy and uniformity. If any discrepancies are found as a result of the comparison, the Parties shall work cooperatively to correct the discrepancies within a reasonable time. The cost of the implementation of the request made other than annually shall be borne by the Party making the request.

9.4.7.3 Interface Requirements

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

9.4.8 **Calling Name Delivery Database Service**

9.4.8.1 Calling Name Delivery Database Service ("CNAM") provides AT&T the ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber name in the BellSouth CNAM SCPs.

9.4.8.2 The CNAM Database Service Agreement is included as Exhibit F to this Attachment 2 and incorporated herein by this reference.

10. Directory Assistance Database Service ("DADS")

10.1 Directory Assistance ("DA") database contains all customer data in the database used by BellSouth to provide its own DA service and where BellSouth is authorized to include the customer data of a telecommunications carrier in the database available to AT&T. BellSouth shall provide access to the DA database in one of two manners.

10.2 BellSouth shall make its Directory Assistance Database Service ("DADS") available solely for the expressed purpose of providing Directory Assistance type services to AT&T end users. Directory Assistance type service is defined as a service that allows AT&T end users to obtain the name, telephone numbers and addresses of other subscribers of telecommunications services. AT&T agrees that Directory Assistance Database Service ("DADS") will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted use, AT&T shall not disclose DADS and shall provide due care in providing for the security and confidentiality of DADS. Further, AT&T authorizes the inclusion of AT&T's Directory Assistance listings in the BellSouth Directory Assistance products.

10.3 BellSouth shall provide AT&T initially with a base file of subscriber listings which reflect all listing change activity occurring since AT&T's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by AT&T and BellSouth. AT&T agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to AT&T which will reflect listing change activity occurring since AT&T's most recent update. BellSouth shall provide updates to AT&T on a business, residence, or combined business and residence basis. AT&T agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after AT&T receives the base file.

10.5 BellSouth is authorized to include AT&T Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of AT&T Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to AT&T.

10.6 BellSouth shall provide to AT&T, upon request, via DADs, the names and addresses for BellSouth.

10.7 AT&T and other telecommunication carriers' subscribers that have unlisted and non-published directory listings. The date files shall contain a special indicator showing that the subscribers account is indicator showing that the subscribers' account is either unlisted or unpublished.

10.8 Rates for DADS are as set forth in Exhibit A of this Attachment 2.

10.9 Direct Access to Directory Assistance Service ("DADAS") will provide AT&T's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow AT&T to utilize its own switch, operator workstations and optional audio subsystems.

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

10.11 A specified interface to each AT&T subsystem will be provided by BellSouth. Interconnection between AT&T's system and a specified BellSouth location will be pursuant to the use of AT&T-owned or AT&T-leased facilities and shall be appropriate sized based upon the volume of queries being generated by AT&T.

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

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

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

10.12.3 DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.12.4 Rates for DADAS are as set forth in Exhibit A of this Attachment 2.

11. Service Management System

11.1 Definition

11.1.1 A Service Management System is defined as a computer database or system not part of the public switched network that, among other things: (1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call. BellSouth shall provide AT&T, upon request, with access to a Service Management System in a manner that complies with Section 222 of the Act.

11.2 BellSouth shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

11.3 BellSouth shall provide AT&T the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.

11.4 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from AT&T's switch or BellSouth's unbundled Local Switching element.

11.5 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.6 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide AT&T the capability that will allow AT&T to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T access to the BellSouth Service Creation Environment in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.

11.7 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling procedures shall provide AT&T equivalent priority to these resources.

11.8 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.

11.9 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.10 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components.

11.11 When AT&T selects SCE/SMS AIN Access for providing services on AT&T's network, BellSouth and AT&T will work cooperatively to resolve technical and provisioning issues.

12. Trunk Interface Requirements

12.1 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based

upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

12.2 911/E911 Trunks

12.2.1 **Local Switch and Access Tandem Trunks**

12.2.1.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.

12.2.1.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

12.2.1.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

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

12.3 911 and E911

12.3.1 If AT&T orders Services and Elements, then AT&T is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3.2 Definition

12.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T in accordance with the provisions below in areas where AT&T is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911

Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retailend users.

12.3.3 Requirements

12.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will be required to route that call to BellSouth at the appropriate to install dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T will be required to discontinue the 911 procedures and being using E911 procedures.

12.3.3.2 E911 Service Provisioning. For E911 service, AT&T will be required to install a minimum of two dedicated trunks originating from the AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will be required to provide BellSouth daily updates to the E911 database. AT&T will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. AT&T shall be responsible for providing BellSouth with complete and accurate data for submission to the

911/E911 database for the purpose of providing 911/E911 to its end users.

12.3.4 Technical Requirements

12.3.4.1 At AT&T's request, BellSouth and AT&T shall establish dedicated trunk groups to route E911 calls placed by AT&T end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.

12.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

12.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

12.3.4.4 BellSouth shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:

12.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

12.3.4.4.2 Trunk group specifications.

12.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.

12.3.4.4.4 Description of BellSouth's diversity for facility routing.

12.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

12.3.5 E911 Call Routing and Provision Customer Information to PSAP

12.3.5.1 BellSouth shall route E911 calls delivered by AT&T to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that

BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.

12.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.

12.3.6 Master Street Address Guide ("MSAG")

12.3.6.1 BellSouth shall provide AT&T access to the MSAG at least equal in quality and functionality with the access BellSouth provides to itself. BellSouth shall provide AT&T with a complete copy of the MSAG via CD Rom which is usable with personal computers, free of charge, once each year. Quarterly updates for each state are available for an additional charge. BellSouth shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. If BellSouth discovers an error in the MSAG, BellSouth shall notify PSAPs and AT&T of any errors in the MSAG concerning AT&T Customers.

12.3.7 Other

12.3.7.1 BellSouth shall provide AT&T with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.

12.3.8 Technical References

12.3.8.1 BellSouth shall provide 911 Arrangements to AT&T based upon modified NENA 2 Recommendations.

12.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on AT&T beyond applicable charges for BellSouth trunking arrangements.

12.3.10 The 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T to follow in providing 911/E911 services.

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY
NIDs		
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	NA
NID, 1-2 lines	UND12	NA
NRC - 1st	UND12	TBD
NRC - Add'l	UND12	TBD
NRC - Disconnect Charge - 1st	UND12	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NID, 1-6 lines	UND16	TBD
NRC - 1st	UND16	TBN
NRC - Add'l	UND16	TBN
NRC - Disconnect Charge - 1st	UND16	TBN
NRC - Disconnect Charge - Add'l	UND16	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA
LOOP, EXCLUDING NID		
2-Wire Analog VG Loop (Standard), per month	TBD	$18.20
NRC - 1st		$86.08
NRC - Add'l		$58.57
2-Wire Analog VG Loop (Customized), per month	TBD	$21.41
NRC - 1st		$236.75
NRC - Add'l		$177.10
4-Wire Analog VG Loop (Standard), per month	TBD	$26.38
NRC - 1st		$457.14
NRC - Add'l		$348.83
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD	$29.65
NRC - 1st		$541.28
NRC - Add'l		$431.61
2-Wire ADSL Loop (Standard), per month	TBD	$10.63
NRC - 1st		$713.50
NRC - Add'l		$609.44
2-Wire HDSL Loop (Standard), per month	TBD	$7.40
NRC - 1st		$713.50
NRC - Add'l		$609.44
4-Wire HDSL Loop (Standard), per month	TBD	$9.70
NRC - 1st		$748.93
NRC - Add'l		$646.17
LOOP, INCLUDING NID		
2-Wire Analog VG Loop-SL1, per month		
RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	$14.79
RC - Zone 2, per month (Note 2)	UEAL2	$27.68
RC - Zone 3, per month (Note 2)	UEAL2	$47.78
RC - Zone 4, per month (Note 2)	UEAL2	NA

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - 1st	UEAL2	NA	
NRC - Add'l	UEAL2	NA	
NRC - Disconnect Charge - 1st	UEAL2	NA	
NRC - Disconnect Charge - Add'l	UEAL2	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month			
RC - Statewide, per month	UEAL2	NA	
RC - Zone 1, per month (Note 2)	UEAL2	$17.27	
RC - Zone 2, per month (Note 2)	UEAL2	$32.32	
RC - Zone 3, per month (Note 2)	UEAL2	$55.78	
RC - Zone 4, per month (Note 2)	UEAL2	NA	
NRC - 1st	UEAL2	NA	
NRC - Add'l	UEAL2	NA	
NRC - Disconnect Charge - 1st	UEAL2	NA	
NRC - Disconnect Charge - Add'l	UEAL2	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month			
RC - Statewide, per month	UEAR2	NA	
RC - Zone 1, per month (Note 2)	UEAR2	$17.27	
RC - Zone 2, per month (Note 2)	UEAR2	$32.32	
RC - Zone 3, per month (Note 2)	UEAR2	$55.78	
RC - Zone 4, per month (Note 2)	UEAR2	NA	
NRC - 1st	UEAR2	NA	
NRC - Add'l	UEAR2	NA	
NRC - Disconnect Charge - 1st	UEAR2	NA	
NRC - Disconnect Charge - Add'l	UEAR2	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	NA	
4-Wire Analog VG Loop, per month			
RC - Statewide, per month	UEAL4	NA	
RC - Zone 1, per month (Note 2)	UEAL4	NA	
RC - Zone 2, per month (Note 2)	UEAL4	NA	
RC - Zone 3, per month (Note 2)	UEAL4	NA	
RC - Zone 4, per month (Note 2)	UEAL4	NA	
NRC - 1st	UEAL4	NA	
NRC - Add'l	UEAL4	NA	
NRC - Disconnect Charge - 1st	UEAL4	NA	
NRC - Disconnect Charge - Add'l	UEAL4	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	
2-Wire ISDN Digital Grade Loop, per month			
RC - Statewide, per month	U1L2X	NA	
RC - Zone 1, per month (Note 2)	U1L2X	$23.66	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
RC - Zone 2, per month (Note 2)	U1L2X	$44.28	
RC - Zone 3, per month (Note 2)	U1L2X	$76.42	
RC - Zone 4, per month (Note 2)	U1L2X	NA	
NRC - 1st	U1L2X	NA	
NRC - Add'l	U1L2X	NA	
NRC - Disconnect Charge - 1st	U1L2X	NA	
NRC - Disconnect Charge - Add'l	U1L2X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC2X	NA	
Zone 1, per month	UDC2X	$23.66	
Zone 2, per month	UDC2X	$44.28	
Zone 3, per month	UDC2X	$76.42	
Zone 4, per month	UDC2X	NA	
NRC - 1st	UDC2X	NA	
NRC - Add'l	UDC2X	NA	
NRC - Disconnect Charge - 1st	UDC2X	NA	
NRC - Disconnect Charge - Add'l	UDC2X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month			
RC - Statewide, per month	UAL2X	NA	
RC - Zone 1, per month (Note 2)	UAL2X	$8.79	
RC - Zone 2, per month (Note 2)	UAL2X	$16.46	
RC - Zone 3, per month (Note 2)	UAL2X	$28.40	
RC - Zone 4, per month (Note 2)	UAL2X	NA	
NRC - 1st	UAL2X	NA	
NRC - Add'l	UAL2X	NA	
NRC - Disconnect Charge - 1st	UAL2X	NA	
NRC - Disconnect Charge - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month	UAL2W	NA	
Zone 1, per month	UAL2W	$8.79	
Zone 2, per month	UAL2W	$16.46	
Zone 3, per month	UAL2W	$28.40	
Zone 4, per month	UAL2W	NA	
NRC - 1st	UAL2W	$574.50	
NRC - Add'l	UAL2W	$470.44	
NRC - Disconnect Charge - 1st	UAL2W	NA	
NRC - Disconnect Charge - Add'l	UAL2W	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month			
RC - Statewide, per month	UHL2X	NA	
RC - Zone 1, per month (Note 2)	UHL2X	$6.29	
RC - Zone 2, per month (Note 2)	UHL2X	$11.78	
RC - Zone 3, per month (Note 2)	UHL2X	$20.33	
RC - Zone 4, per month (Note 2)	UHL2X	NA	
NRC - 1st	UHL2X	NA	
NRC - Add'l	UHL2X	NA	
NRC - Disconnect Charge - 1st	UHL2X	NA	
NRC - Disconnect Charge - Add'l	UHL2X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month	UHL2W	NA	
Zone 1, per month	UHL2W	$6.29	
Zone 2, per month	UHL2W	$11.78	
Zone 3, per month	UHL2W	$20.33	
Zone 4, per month	UHL2W	NA	
NRC - 1st	UHL2W	$574.50	
NRC - Add'l	UHL2W	$470.44	
NRC - Disconnect Charge - 1st	UHL2W	NA	
NRC - Disconnect Charge - Add'l	UHL2W	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, includes manual service inquiry and facility reservation, per month, statewide			
RC - Statewide, per month	UHL4X	NA	
RC - Zone 1, per month (Note 2)	UHL4X	$7.68	
RC - Zone 2, per month (Note 2)	UHL4X	$14.38	
RC - Zone 3, per month (Note 2)	UHL4X	$24.82	
RC - Zone 4, per month (Note 2)	UHL4X	NA	
NRC - 1st	UHL4X	NA	
NRC - Add'l	UHL4X	NA	
NRC - Disconnect Charge - 1st	UHL4X	NA	
NRC - Disconnect Charge - Add'l	UHL4X	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, per month, statewide	UHL4W	NA	
Zone 1, per month	UHL4W	$7.68	
Zone 2, per month	UHL4W	$14.38	
Zone 3, per month	UHL4W	$24.82	
Zone 4, per month	UHL4W	NA	
NRC - 1st	UHL4W	$609.93	
NRC - Add'l	UHL4W	$507.17	
NRC - Disconnect Charge - 1st	UHL4W	NA	
NRC - Disconnect Charge - Add'l	UHL4W	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
4-Wire DS1 Digital Loop, per month			
RC - Statewide, per month	USLXX	NA	
RC - Zone 1, per month (Note 2)	USLXX	$50.26	
RC - Zone 2, per month (Note 2)	USLXX	$94.06	
RC - Zone 3, per month (Note 2)	USLXX	$162.34	
RC - Zone 4, per month (Note 2)	USLXX	NA	
NRC - 1st	USLXX	$849.80	
NRC - Add'l	USLXX	$523.27	
NRC - Disconnect Charge - 1st	USLXX	NA	
NRC - Disconnect Charge - Add'l	USLXX	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$55.00	
4-Wire 56 Kbps Dig Grade Loop, per month			
RC - Statewide, per month	UDL56	NA	
RC - Zone 1, per month (Note 2)	UDL56	NA	
RC - Zone 2, per month (Note 2)	UDL56	NA	
RC - Zone 3, per month (Note 2)	UDL56	NA	
RC - Zone 4, per month (Note 2)	UDL56	NA	
NRC - 1st	UDL56	NA	
NRC - Add'l	UDL56	NA	
NRC - Disconnect Charge - 1st	UDL56	NA	
NRC - Disconnect Charge - Add'l	UDL56	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	
4-Wire 64 Kbps Dig Grade Loop, per month			
RC - Statewide, per month	UDL64	NA	
RC - Zone 1, per month (Note 2)	UDL64	NA	
RC - Zone 2, per month (Note 2)	UDL64	NA	
RC - Zone 3, per month (Note 2)	UDL64	NA	
RC - Zone 4, per month (Note 2)	UDL64	NA	
NRC - 1st	UDL64	NA	
NRC - Add'l	UDL64	NA	
NRC - Disconnect Charge - 1st	UDL64	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Disconnect Charge - Add'l	UDL64	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA	
2-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), includes manual service inquiry and facility reservation, per month, statewide *			
RC - Statewide, per month	UCLPB	$11.89	
RC - Zone 1, per month (Note 2)	UCLPB	TBD	
RC - Zone 2, per month (Note 2)	UCLPB	TBD	
RC - Zone 3, per month (Note 2)	UCLPB	TBD	
RC - Zone 4, per month (Note 2)	UCLPB	NA	
NRC - 1st	UCLPB	$713.50	
NRC - Add'l	UCLPB	$609.44	
NRC - Disconnect Charge - 1st	UCLPB	NA	
NRC - Disconnect Charge - Add'l	UCLPB	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	
2-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), without manual service inquiry and facility reservation, per month, statewide	UCLPW	NA	
Zone 1, per month	UCLPW	TBD	
Zone 2, per month	UCLPW	TBD	
Zone 3, per month	UCLPW	TBD	
Zone 4, per month	UCLPW	NA	
NRC - 1st	UCLPW	$574.50	
NRC - Add'l	UCLPW	$470.44	
NRC - Disconnect Charge - 1st	UCLPW	NA	
NRC - Disconnect Charge - Add'l	UCLPW	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	NA	
2-Wire Unbundled Copper Loop/Long (greater than 18kft), Includes manual service inquiry and facility reservation, per month, statewide			
RC - Statewide, per month	UCL2L	$40.00	
RC - Zone 1, per month (Note 2)	UCL2L	TBD	
RC - Zone 2, per month (Note 2)	UCL2L	TBD	
RC - Zone 3, per month (Note 2)	UCL2L	TBD	
RC - Zone 4, per month (Note 2)	UCL2L	NA	
NRC - 1st	UCL2L	$713.50	
NRC - Add'l	UCL2L	$609.44	
NRC - Disconnect Charge - 1st	UCL2L	NA	
NRC - Disconnect Charge - Add'l	UCL2L	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$17.77	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	
2-Wire Unbundled Copper Loop/Long (greater than 18kft), without manual service inquiry and facility reservation, per month, statewide	UCL2W	$40.00	
Zone 1, per month	UCL2W	TBD	
Zone 2, per month	UCL2W	TBD	
Zone 3, per month	UCL2W	TBD	
Zone 4, per month	UCL2W	NA	
NRC - 1st	UCL2W	$574.50	
NRC - Add'l	UCL2W	$470.44	
NRC - Disconnect Charge - 1st	UCL2W	NA	
NRC - Disconnect Charge - Add'l	UCL2W	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$17.77	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	
4-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), includes manual service inquiry and facility reservation, per month, statewide *	UCL4S	TBD	
Zone 1, per month	UCL4S	TBD	
Zone 2, per month	UCL4S	TBD	
Zone 3, per month	UCL4S	TBD	
Zone 4, per month	UCL4S	NA	
NRC - 1st	UCL4S	TBD	
NRC - Add'l	UCL4S	TBD	
NRC - Disconnect Charge - 1st	UCL4S	TBD	
NRC - Disconnect Charge - Add'l	UCL4S	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
4-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), without manual service inquiry and facility reservation, per month, statewide	UCL4W	TBD	
Zone 1, per month	UCL4W	TBD	
Zone 2, per month	UCL4W	TBD	
Zone 3, per month	UCL4W	TBD	
Zone 4, per month	UCL4W	NA	
NRC - 1st	UCL4W	TBD	
NRC - Add'l	UCL4W	TBD	
NRC - Disconnect Charge - 1st	UCL4W	TBD	
NRC - Disconnect Charge - Add'l	UCL4W	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
4-Wire Unbundled Copper Loop/Long (greater than 18kft), includes manual service inqury and reservation, per month, statewide	UCL4L	TBD	
Zone 1, per month	UCL4L	TBD	
Zone 2, per month	UCL4L	TBD	
Zone 3, per month	UCL4L	TBD	
Zone 4, per month	UCL4L	NA	
NRC - 1st	UCL4L	TBD	
NRC - Add'l	UCL4L	TBD	
NRC - Disconnect Charge - 1st	UCL4L	TBD	
NRC - Disconnect Charge - Add'l	UCL4L	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
4-Wire Unbundled Copper Loop/Long (greater than 18kft), without manual service inquiry and facility reservation, per month, statewide	UCL4O	TBD	
Zone 1, per month	UCL4O	TBD	
Zone 2, per month	UCL4O	TBD	
Zone 3, per month	UCL4O	TBD	
Zone 4, per month	UCL4O	NA	
NRC - 1st	UCL4O	TBD	
NRC - Add'l	UCL4O	TBD	
NRC - Disconnect Charge - 1st	UCL4O	TBD	
NRC - Disconnect Charge - Add'l	UCL4O	TBD	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	
DS3 Local Loop			
DS3 Unbundled Local Loop - per mile	1L5ND	$43.69	
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$436.95	
NRC - Facility Termination - 1st	UE3PX	$1,091.00	
NRC - Facility Termination - Add'l	UE3PX	$661.23	
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	
NRC - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
STS-1 Local Loop			
STS-1 Unbundled Local Loop - per mile	1L5ND	$43.69	
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$436.95	
NRC - STS-1 - Facility Termination - 1st	UDLS1	$1,091	
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$661.23	
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
OC3- Local Loop			
Local Loop - OC3 - per Mile	TBD	$33.15	
Local Loop - OC3 - per Facility Termination	TBD	$713.29	
NRC - OC3 - Facility Termination - 1st	TBD	$1,543	
NRC - OC3 - Facility Termination - Add'l	TBD	$661.23	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
OC -12 Local Loop			
Local Loop - OC12 - per Mile	TBD	$40.80	
Local Loop - OC12 - per Facility Termination	TBD	$2,457	
NRC - OC12 - Facility Termination - 1st	TBD	$1,858	
NRC - OC12 - Facility Termination - Add'l	TBD	$661.23	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$93.12	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$93.12	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
OC - 48 Local Loop			
Local Loop - OC48 - per Mile	TBD	$133.84	
Local Loop - OC48 - per Facility Termination	TBD	$2,129	
Local Loop - OC12 interface on OC48 Facility	TBD	$725.77	
NRC - OC48 - Facility Termination - 1st	TBD	$1,858	
NRC - OC48 - Facility Termination - Add'l	TBD	$661.23	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$844.21	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	$516.89	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA	
NRC - Manual Svc Order, per LSR	SOMAN	$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1s	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Ad	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$93.12	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$93.12	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	$93.12	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	$93.12	
Unbundled Loop Modification			
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft	ULM2L	$80.55	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st	ULM2G	$880.00	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l	ULM2G	$27.30	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft	ULM4G	TBN	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st	ULM4L	TBN	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l	ULM4L	TBN	
NRC - Bridge Tap Removal per pair unloaded	ULMBT	$121.14	
UNBUNDLED SUB-LOOPS			
SUB-LOOP DISTRIBUTION			
Cross-Box Set-Up			
NRC - Set-Up per Cross Box location in the field - CLEC Feeder Facility set-up	USBSA	TBN	
NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	TBN	
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month	USBN2	$10.83	
NRC - 1st	USBN2	$459.85	
NRC - Add'l	USBN2	$352.89	
NRC - Disconnect Charge - 1st	USBN2	TBN	
NRC - Disconnect Charge - Add'l	USBN2	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month	USBN4	TBN	
NRC - 1st	USBN4	TBN	
NRC - Add'l	USBN4	TBN	
NRC - Disconnect Charge - 1st	USBN4	TBN	
NRC - Disconnect Charge - Add'l	USBN4	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month	UCS2X	TBN	
NRC - 1st	UCS2X	TBN	
NRC - Add'l	UCS2X	TBN	
NRC - Disconnect Charge - 1st	UCS2X	TBN	
NRC - Disconnect Charge - Add'l	UCS2X	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Loop Distribution per 4 Wire Unbundled Copper Sub-Loop, per month	UCS4X	TBN	
NRC - 1st	UCS4X	TBN	
NRC - Add'l	UCS4X	TBN	
NRC - Disconnect Charge - 1st	UCS4X	TBN	
NRC - Disconnect Charge - Add'l	UCS4X	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 2W analog, per m	USBR2	TBN	
NRC - 1st	USBR2	TBN	
NRC - Add'l	USBR2	TBN	
NRC - Disconnect Charge - 1st	USBR2	TBN	
NRC - Disconnect Charge - Add'l	USBR2	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
Sub-Loop-Intrabuilding Network Cable (a.k.a.,riser cable), 4W analog, per month	USBR4	TBN	
NRC - 1st	USBR4	TBN	
NRC - Add'l	USBR4	TBN	
NRC - Disconnect Charge - 1st	USBR4	TBN	
NRC - Disconnect Charge - Add'l	USBR4	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	
SUB-LOOP FEEDER			
Cross-Box Set-Up			
NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFW	TBN	
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	TBN	
NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFY	TBN	
NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	TBN	
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFA	TBN	
NRC - 1st	USBFA	TBN	
NRC - Add'l	USBFA	TBN	
NRC - Disconnect Charge - 1st	USBFA	TBN	
NRC - Disconnect Charge - Add'l	USBFA	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	TBN	
NRC - 1st	USBFB	TBN	
NRC - Add'l	USBFB	TBN	
NRC - Disconnect Charge - 1st	USBFB	TBN	
NRC - Disconnect Charge - Add'l	USBFB	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire Analog VG Reverse Battery Unbundled Sub-Loop Feeder, per month	USBFC	TBN	
NRC - 1st	USBFC	TBN	
NRC - Add'l	USBFC	TBN	
NRC - Disconnect Charge - 1st	USBFC	TBN	
NRC - Disconnect Charge - Add'l	USBFC	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFD	TBN	
NRC - 1st	USBFD	TBN	
NRC - Add'l	USBFD	TBN	
NRC - Disconnect Charge - 1st	USBFD	TBN	
NRC - Disconnect Charge - Add'l	USBFD	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFE	TBN	
NRC - 1st	USBFE	TBN	
NRC - Add'l	USBFE	TBN	
NRC - Disconnect Charge - 1st	USBFE	TBN	
NRC - Disconnect Charge - Add'l	USBFE	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire ISDN Unbundled Sub-Loop Feeder, per month	USBFF	TBN	
NRC - 1st	USBFF	TBN	
NRC - Add'l	USBFF	TBN	
NRC - Disconnect Charge - 1st	USBFF	TBN	
NRC - Disconnect Charge - Add'l	USBFF	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire DSI Unbundled Sub-Loop Feeder, per month	USBFG	TBN	
NRC - 1st	USBFG	TBN	
NRC - Add'l	USBFG	TBN	
NRC - Disconnect Charge - 1st	USBFG	TBN	
NRC - Disconnect Charge - Add'l	USBFG	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
2-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFH	TBN	
NRC - 1st	USBFH	TBN	
NRC - Add'l	USBFH	TBN	
NRC - Disconnect Charge - 1st	USBFH	TBN	
NRC - Disconnect Charge - Add'l	USBFH	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFJ	TBN	
NRC - 1st	USBFJ	TBN	
NRC - Add'l	USBFJ	TBN	
NRC - Disconnect Charge - 1st	USBFJ	TBN	
NRC - Disconnect Charge - Add'l	USBFJ	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFK	TBN	
NRC - 1st	USBFK	TBN	
NRC - Add'l	USBFK	TBN	
NRC - Disconnect Charge - 1st	USBFK	TBN	
NRC - Disconnect Charge - Add'l	USBFK	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	TBN	
NRC - 1st	USBFL	TBN	
NRC - Add'l	USBFL	TBN	
NRC - Disconnect Charge - 1st	USBFL	TBN	
NRC - Disconnect Charge - Add'l	USBFL	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
4-Wire 9.6 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFM	TBN	
NRC - 1st	USBFM	TBN	
NRC - Add'l	USBFM	TBN	
NRC - Disconnect Charge - 1st	USBFM	TBN	
NRC - Disconnect Charge - Add'l	USBFM	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 19.2 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFN	TBN	
NRC - 1st	USBFN	TBN	
NRC - Add'l	USBFN	TBN	
NRC - Disconnect Charge - 1st	USBFN	TBN	
NRC - Disconnect Charge - Add'l	USBFN	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 56 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFO	TBN	
NRC - 1st	USBFO	TBN	
NRC - Add'l	USBFO	TBN	
NRC - Disconnect Charge - 1st	USBFO	TBN	
NRC - Disconnect Charge - Add'l	USBFO	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
4-Wire 64 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFP	TBN	
NRC - 1st	USBFP	TBN	
NRC - Add'l	USBFP	TBN	
NRC - Disconnect Charge - 1st	USBFP	TBN	
NRC - Disconnect Charge - Add'l	USBFP	TBN	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	
Unbundled Sub-Loop Modification			
NRC - Load Coil/Equipment Removal per 2 Wire pair	ULM2X	TBN	
NRC - Load Coil/Equipment Removal per 4 Wire pair	ULM4X	TBN	
NRC - Bridge Tap Removal per pair unloaded	ULMBT	TBN	
Loop Make Up			
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual)	UMKLW	$134.00	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is (3).]	UMKLW	$134.00	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC - Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is (3).]	UMKLP	$140.00	
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized)	TBD	$1.08	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Maximum number of spare facilities per mechanized LMUSI is (10).]	TBD	$1.08	
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Maximum number of spare facilities per mechanized LMUSI is (10).]	TBD	$1.08	
Unbundled Network Terminating Wire, per pair, per month	UENPP	TBN	
NRC - UNTW Pair, per pair	UENPP	TBN	
NRC - Disconnect Charge, per pair	UENPP	TBN	
NRC - Incremental Charge - Manual Service Order	SOMAN	TBN	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	
Sub-Loop Concentration - Channelization Sys (Outside CO)			
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	$757.00	
NRC - 1st	UCT8A	$633.94	
NRC - Add'l	UCT8A	$311.60	
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	$95.60	
NRC - 1st	UCT8B	$633.94	
NRC - Add'l	UCT8B	$311.60	
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$799.95	
NRC - 1st	UCT3A	$633.94	
NRC - Add'l	UCT3A	$311.60	
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$138.55	
NRC - 1st	UCT3B	$633.94	
NRC - Add'l	UCT3B	$311.60	
DS1 Feeder Interface, per month	UCTFS	$77.02	
NRC 1st	UCTFS	$418.13	
NRC Add'l	UCTFS	$198.56	
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.68	
NRC 1st	TBD	$41.92	
NRC Add'l	TBD	$41.69	
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.72	
NRC 1st	ULCC1	$41.92	
NRC Add'l	ULCC1	$41.69	
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$15.94	
NRC 1st	TBD	$41.92	
NRC Add'l	TBD	$41.69	
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.50	
NRC 1st	ULCC4	$41.92	
NRC Add'l	ULCC4	$41.69	
Test Circuit, per month	UCTTC	$46.44	
NRC 1st	UCTTC	$41.92	
NRC Add'l	UCTTC	$41.69	
Channel Interface - Digital 56Kbps, per month	ULCC5	$14.08	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
NRC 1st	ULCC5	$41.92	
NRC Add'l	ULCC5	$41.69	
Channel Interface - Digital 64Kbps, per month	ULCC6	$14.08	
NRC 1st	ULCC6	$41.92	
NRC Add'l	ULCC6	$41.69	
Loop Concentration System (Inside C.O.)			
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$394.00	
NRC - 1st	UCT8A	$1,116.15	
NRC - Add'l	UCT8A	NA	
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$72.21	
NRC - 1st	UCT8B	$465.11	
NRC - Add'l	UCT8B	NA	
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$445.14	
NRC - 1st	UCT3A	$1,116.15	
NRC - Add'l	UCT3A	NA	
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$121.45	
NRC - 1st	UCT3B	$465.11	
NRC - Add'l	UCT3B	NA	
DS1 Interface, per month	UCTCO	$403.20	
NRC 1st	UCTCO	$132.18	
NRC Add'l	UCTCO	$132.18	
Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	$2.79	
NRC 1st	TBD	$35.82	
NRC Add'l	TBD	$35.62	
Channel Interface - 2 Wire ISDN, per month	ULCC1	$11.18	
NRC 1st	ULCC1	$35.82	
NRC Add'l	ULCC1	$35.62	
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	$16.62	
NRC 1st	TBD	$35.82	
NRC Add'l	TBD	$35.62	
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.91	
NRC 1st	ULCC4	$35.82	
NRC Add'l	ULCC4	$35.62	
Test Circuit, per month	UCTTC	$48.43	
NRC 1st	UCTTC	$35.82	
NRC Add'l	UCTTC	$35.62	
Channel Interface - Digital 56Kbps, per month	ULCC5	TBN	
NRC 1st	ULCC5	TBN	
NRC Add'l	ULCC5	TBN	
Channel Interface - Digital 64Kbps, per month	ULCC6	TBN	
NRC 1st	ULCC6	TBN	
NRC Add'l	ULCC6	TBN	
LINE SHARING			
System Splitter - 96 Line Capacity			
RC - Per month	ULSDA	$100.00	
NRC - 1st	ULSDA	$300.00	
NRC - Addl	ULSDA	$0.00	
NRC - Disconnect	ULSDA	NA	

BELLSOUTH/ATT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	KY	
System Splitter - 24 Line Capacity			
RC - Per month	ULSDB	$25.00	
NRC - 1st	ULSDB	$300.00	
NRC - Addl	ULSDB	$0.00	
NRC - Disconnect	ULSDB	NA	
Loop Capacity, Line Activation Per Occurrence			
RC - Per Month	ULSDC	$6.00	
NRC - 1st	ULSDC	$40.00	
NRC - Addl	ULSDC	$22.00	
Subsequent Activity - Per Occurrence			
NRC - 1st	ULSDS	$30.00	
NRC - Addl	ULSDS	$15.00	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	
* Rates subject to true-up			

DESCRIPTION	USOC	KY
LOCAL EXCHANGE SWITCHING (PORTS)		
2-Wire Analog Line Port (Res., Bus.), per month		
2-Wire Voice Grade Line Port (Residence), per month		
2- wire voice unbundled port - residence	UEPRL	2.61 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.61
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.61
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	$2.61
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.61
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
2-Wire Voice Grade Line Port(Business), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$2.61
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.61
2-wire voice unbundled outgoing only port	UEPBO	$2.61
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	$2.61
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA

DESCRIPTION	USOC	KY
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.61
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
Non-Recurring Charges (NRC) - 1st (Residence)		
2- wire voice unbundled port - residence	UEPRL	$37.78
2-wire voice unbundled port with caller ID - residence	UEPRC	$37.78
2-wire voice unbundled port outgoing only - residence	UEPRO	$37.78
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$37.78
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	$37.78
NRC - Add'l (Residence)		
2- wire voice unbundled port - residence -	UEPRL	$37.78
2-wire voice unbundled port with caller ID - residence	UEPRC	$37.78
2-wire voice unbundled port outgoing only - residence	UEPRO	$37.78
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$37.78
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA

DESCRIPTION	USOC	KY
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$37.78
NRC - Subsequent Activity	USASC	$10.00
NRC - 1st (Business)		
2-wire Voice Unbundled Port without Caller ID	UEPBL	$37.55
2-wire voice unbundled port with Caller ID	UEPBC	$37.55
2-wire voice unbundled outgoing only port	UEPBO	$37.55
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$37.55
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$37.55
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
NRC - Add'l (Business)	UEPBL	$37.55
2-wire voice unbundled port without Caller ID	UEPBL	$37.55
2-wire voice unbundled port with Caller ID	UEPBC	$37.55
2-wire voice unbundled outgoing only port	UEPBO	$37.55
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	$37.55
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$37.55
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port (B2F)	UEPAE	NA
NRC - Subsequent Activity	USASC	$10.00
NRC - Disconnect Charge - 1st		
2- wire voice unbundled port - residence		NA
2-wire voice unbundled port with caller ID - residence		NA
2-wire voice unbundled port outgoing only - residence		NA
2-wire voice unbundled area plus port with caller ID - residence		NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA

DESCRIPTION	USOC	KY
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		NA
2-wire voice unbundled port without Caller ID		NA
2-wire voice unbundled port with Caller ID		NA
2-wire voice unbundled outgoing only Port		NA
2-wire voice unbundled Area Plus Port with Caller ID		NA
2-wire voice unbundled Incoming only Port with Caller ID		NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA
NRC - Disconnect Charge - Add'l		
2- wire voice unbundled port - residence		NA
2-wire voice unbundled port with caller ID - residence		NA
2-wire voice unbundled port outgoing only - residence		NA
2-wire voice unbundled area plus port with caller ID - residence		NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		NA
2-wire voice unbundled port without Caller ID		NA
2-wire voice unbundled port with Caler ID		NA
2-wire voice unbundled outgoing only port		NA
2-wire voice unbundled Area Plus Port with Caller ID		NA
2-wire voice unbundled incoming only port with Caller ID		NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA

DESCRIPTION	USOC	KY
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
All available features, per month	UEPVF	NA
NRC - 1st (all types)		NA
NRC - Add'l (all types)		NA
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Three available feature, per month	UEPVF	NA
NRC - 1st (all types)		NA
NRC - Add'l (all types)		NA
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire Analog VG Port, per month	UEP4A	NA
NRC - 1st	UEP4A	NA
NRC - Add'l	UEP4A	NA
NRC - Disconnect Charge - 1st	BFR	NA
NRC - Disconnect Charge - Add'l	BFR	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire DID Port, per month	UEPP2	NA
NRC - 1st	UEPP2	NA
NRC - Add'l	UEPP2	NA
NRC - Disconnect Charge - 1st	UEPP2	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	NA
NRC - 1st	UEPDD	NA

DESCRIPTION	USOC	KY
NRC - Add'l	UEPDD	NA
NRC - Disconnect Charge - 1st	UEPDD	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$12.33
NRC - 1st	U1PMA	$90.48
NRC - Add'l	U1PMA	$84.53
NRC - Disconnect Charge - 1st	U1PMA	NA
NRC - Disconnect Charge - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC - User Profile per B Channel (4)	U1UMA	$5.61
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA
NRC - 1st	U1PMA	NA
NRC - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA
NRC - 1st	U1PMA	NA
NRC - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port, per month	UEPEX	NA
NRC - 1st	UEPEX	NA
NRC - Add'l	UEPEX	NA
NRC - Disconnect Charge - 1st	UEPEX	NA
NRC - Disconnect Charge - Add'l	UEPEX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	$275.48
NRC - 1st	UEPEX	$181.27
NRC - Add'l	UEPEX	$116.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.61
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.61
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.61
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.61
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2.61
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$2.61
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA

DESCRIPTION	USOC	KY
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.61
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.61
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.61
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.61
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	$2.61
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	$2.61
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2.61
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.61
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
NRC - 1st	UEPPC	$36.47
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$36.47
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$36.47
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$36.47
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$36.47
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$36.47

DESCRIPTION	USOC	KY
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$36.47
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$36.47
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$36.47
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$36.47
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$36.47
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	$36.47
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	$36.47
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$36.47
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$36.47
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
Subsequent Activity	USASC	$10.00
NRC - Add'l		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$36.47

DESCRIPTION	USOC	KY
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$36.47
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$36.47
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$36.47
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$36.47
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$36.47
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$36.47
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$36.47
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$36.47
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$36.47
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	$36.47
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	$37.47
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	$38.47
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	$39.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$36.47
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$36.47
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$36.47
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA

DESCRIPTION	USOC	KY
NRC - Disconnect Charge - 1st		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA

DESCRIPTION	USOC	KY
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA
NRC - Disconnect Charge - Add'l		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA

DESCRIPTION	USOC	KY
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire Analog Hunting, per line per month	HTGUX	$0.29
NRC - 1st	HTGUX	$2.14
NRC - Add'l	HTGUX	$2.14
Coin Port, per month		$3.04
NRC - 1st		$40.71
NRC - Add'l		$40.71
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4- Wire Coin Port, per month		NA
NRC - 1st		NA
NRC - Add'l		NA
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st		NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA
VERTICAL FEATURES		
Local Switching Features offered with Port, Per month	N/A	No add'l charge
Three-Way Calling, per month		NA
NRC		NA
NRC - Disconnect		NA
Customer Changeable Speed Calling, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Waiting		NA
NRC		NA
NRC - Disconnect		NA
Remote Activation of Call Fordwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Cancel Call Waiting, per month		NA
NRC		NA

DESCRIPTION	USOC	KY
NRC - Disconnect		NA
Automatic Callback, per month		NA
NRC		NA
NRC - Disconnect		NA
Automatic Recall, per month		NA
NRC		NA
NRC - Disconnect		NA
Calling Number Delivery, per month		NA
NRC		NA
NRC - Disconnect		NA
Calling Number Delivery Blocking, per month		NA
NRC		NA
NRC - Disconnect		NA
Customer Originated Trace, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Rejection, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Selective Call Acceptance, per month		NA
NRC		NA
NRC - Disconnect		NA
Multiline Hunt Service (Rotary)		
Service per line, (in addition to port) , per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Variable, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Busy Line, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Forwarding Don't Answer All Calls, per month		NA
NRC		NA
NRC - Disconnect		NA
Remote Call Forwarding, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Transfer, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Hold, per month		NA
NRC		NA
NRC – Disconnect		NA
Toll Restricted Service, per month		NA
NRC		NA
NRC - Disconnect		NA
Message Waiting Indicator – Stutter Dial Tone, per month		NA
NRC		NA

DESCRIPTION	USOC	KY
NRC - Disconnect		NA
Anonymous Call Rejection, per month		NA
NRC		NA
NRC - Disconnect		NA
Shared Call Appearances of a DN, per month		NA
NRC		NA
NRC - Disconnect		NA
Multiple Call Appearances, per month		NA
NRC		NA
NRC - Disconnect		NA
ISDN Bridged Call Exclusion, per month		NA
NRC		NA
NRC - Disconnect		NA
Call by Call Access, per month		NA
NRC		NA
NRC - Disconnect		NA
Privacy Release, per month		NA
NRC		NA
NRC - Disconnect		NA
Multi Appearance Directory Number Calls, per month		NA
NRC		NA
NRC - Disconnect		NA
Make Set Busy, per month		NA
NRC		NA
NRC - Disconnect		NA
Teen Service (Res. Dist. Alerting Service), per month		NA
NRC		NA
NRC - Disconnect		NA
Code Restriction and Diversion, per month		NA
NRC		NA
NRC - Disconnect		NA
Call Park, per month		NA
NRC		NA
NRC - Disconnect		NA
Automatic Line, per month		NA
NRC		NA
NRC - Disconnect		NA
2-WIRE ISDN BRI FEATURES		
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD
Shared Non-ISDN DN	DOE	TBD
Privacy Release	DS1FU	TBD
Manual Exclusion	DS1FM	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD
Call Forwarding Variable – Data	LLOCD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD

DESCRIPTION	USOC	KY
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD
Multi-Line Hunt Group – Data	HTGSD	TBD
Speed Calling	LLZSU	TBD
Visual Message Waiting Indicator	LLAVP	TBD
Audible Message Waiting Indicator	MWW	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD
Call Tracing	NST	TBD
Call Return	NSS	TBD
Preferred Call Forwarding	NCE	TBD
Call Block	NSY	TBD
Repeat Dialing	NSQ	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD
Per Line Blocking For General Public	NOBPC	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD
Call Return Denial Of, Per Activation	BCR	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD
Automatic Line/Direct Connect	M6GN9	TBD
Make Set Busy	M6MPD	TBD
Selective Call Acceptance	M6K16	TBD
Call Park/Call Retrieve	M6HP6	TBD
Call Transfer System Exception	M6QTD	TBD
Make Set Busy – Intragroup	M6MGD	TBD
All Customized Code Restrictions	CREX+	TBD
Additional Listings	CLT	TBD
Additional Listing No Rate	FLT	TBD
Cross Reference Listing	LLT	TBD
Non-Pub Listing No Rate	NP3	TBD
Non-List Listing	NLT	TBD
Non-List Listing No Rate	NLE	TBD
Alternate Call Listing	FNA	TBD
Manual Service Order Charge	SOMAN	TBD
All Selective Class Of Call Screening	SRG++	TBD
ISDN Message Waiting Indication-Lamp, per month		NA
NRC		NA
NRC - Disconnect		NA
ISDN Feature Function Buttons		NA
NRC		NA
NRC - Disconnect		NA
Subsequent Ordering Charge – (per order, per line)		NA
NRC - Electronic - 1st		NA
NRC - Electronic - Add'l		NA

DESCRIPTION	USOC	KY
NRC - Manual - 1st		NA
NRC - Manual - Add'l		NA
NRC - Disconnect		NA
Unbundled Port Usage Charges		
End Office Switching (Port Usage)		
End Office Switching Function, per mou	N/A	$0.002562
End Office Switching Function, add'l mou (5)	N/A	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	NA
Tandem Switching (Port Usage) (Local or Access Tandem)		
Tandem Switching Function per mou	N/A	$0.001096
Tandem Interoffice Trunk Port - Shared per mou		NA
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	$0.0000049
Common (Shared) Transport Facilities Termination per mou	N/A	$0.000426
NOTES:		
1 Port rate includes all available features.		
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.		
3 Access to B Channel or D Channel Packet capabilities will be avail- able only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.		
4 This rate element is for those states which have a specific rate for User Profile per B Channel.		
5 This rate element is for use in those states with a different rate for additional minutes of use.		

	USOC	KY
UNBUNDLED DEDICATED TRANSPORT - Local Channel		
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring per month	ULDV2	$22.26
NRC - 2-wire VG - 1st	ULDV2	$585.15
NRC - 2-wire VG -Add'l	ULDV2	$98.53
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	NA
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$41.46
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$11.99
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring per month	ULDV4	$23.38
NRC - 4-Wire VG - 1st	ULDV4	$585.15
NRC - 4-Wire VG - Add'l	ULDV4	$98.53
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	NA
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$41.46
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$11.99
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - DS1		
DS1 per month	ULDF1	$43.80
NRC - DS1 - 1st	ULDF1	$538.95
NRC - DS1 - Add'l	ULDF1	$464.94
NRC - DS1 - Disconnect Chg - 1st	ULDF1	NA
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$87.71
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - DS3		
DS3 - per mile per month	1L5NC	$34.00
DS3 - Facility Termination per month	ULDF3	$635.09
NRC - DS3 - Facility Termination - 1st	ULDF3	$1,091
NRC - DS3 - Facility Termination - Add'l	ULDF3	$661.23
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	NA
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA

NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - STS-1		
STS-1 - per mile per month	1L5NC	$34.00
STS-1 - Facility Termination per month	ULDFS	$635.09
NRC - STS-1 - Facility Termination - 1st	ULDFS	$1,091
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$661.23
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	NA
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC3		
OC3 per mile per month	TBD	$28.56
OC3 Facility Termination per month	TBD	$1,493
NRC - OC3 - Facility Termination - 1st	TBD	$1,543
NRC - OC3 - Facility Termination - Add'l	TBD	$661.23
NRC - OC3 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC12		
OC12 per mile per month	TBD	$40.80
OC12 Facility Termination per month	TBD	$4,492
NRC - OC12 - Facility Termination - 1st	TBD	$1,858
NRC - OC12 - Facility Termination - Add'l	TBD	$661.23
NRC - OC12 - Facility Termination -Disconnect Chg - 1st	TBD	NA
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
Local Channel - Dedicated - OC48		

OC48 per mile per month	TBD	$133.84
OC48 Facility Termination per month	TBD	$2,156
OC48 - Interface OC12 on OC48 per month	TBD	$728.81
NRC - OC48 - Facility Termination - 1st	TBD	$1,858
NRC - OC48 - Facility Termination -Add'l	TBD	$661.23
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$844.21
NRC -OC48 - Interface OC12 on OC48 -Add'l	TBD	$516.89
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-1	SOMAN	$93.12
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	$93.12
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	NA
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel		
Interoffice Transport - Dedicated - 2-wire VG		
2-Wire VG - per mile per month	1L5XX	$0.0301
2-Wire VG - Facility Termination per month	U1TV2	$27.66
NRC - 2-wire VG - Facility Termination -1st	U1TV2	$142.31
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$56.21
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.21
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.21
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	NA	$0.0000049
Common (Shared) Transport Facilities Termination per mou	NA	$0.000426
Interoffice Transport - Dedicated - 4-wire VG		
4-Wire VG - per mile per month	1L5XX	NA
4-Wire VG - Facility Termination per month	U1TV4	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA

NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS0 - 56		
DS0 - per mile per month	1L5XX	$0.0301
DS0 - Facility Termination per month	U1TD5	$26.95
NRC - DS0 - Facility Termination - 1st	U1TD5	$142.31
NRC - DS0 - Facility Termination - Add'l	U1TD5	$56.21
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.21
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.21
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	NA
Interoffice Transport - Dedicated -64 KBPS		
DS0 - per mile per month	1L5XX	$0.0301
DS0 - Facility Termination per month	U1TD6	$26.95
NRC - DS0 - Facility Termination - 1st	U1TD6	$142.31
NRC - DS0 - Facility Termination - Add'l	U1TD6	$56.21
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.21
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.21
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS1		
DS1 - per mile per month	1L5XX	$0.4500
DS1 - Facility Termination per month	U1TF1	$55.05
NRC - DS1-Facility Termination - 1st	U1TF1	$298.18
NRC - DS1 - Facility Termination - Add'l	U1TF1	$231.23
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA

Interoffice Transport - Dedicated - DS3		
DS3 - per mile per month	1L5XX	$12.62
DS3 -Facility Termination per month	U1TF3	$1,204
NRC - DS3 - Facility Termination -1st	U1TF3	$946.23
NRC - DS3 - Facility Termination - Add'l	U1TF3	$516.89
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - STS-1		
STS-1 - per mile per month	1L5XX	$12.62
STS-1 -Facility Termination per month	U1TFS	$1,204
NRC - STS-1 - Facility Termination -1st	U1TFS	$946.23
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$516.89
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	NA
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$93.12
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$93.12
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - OC3		
OC3 -per mile per month	1L5XX	$27.97
OC3 -Facility Termination per month	TBD	$3,390
NRC - OC-3 - Facility Termination - 1st	TBD	$1,399
NRC - OC-3 - Facility Termination - Add'l	TBD	$516.89
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st	TBD	NA
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$93.12
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$93.12
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1	SOMAN	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-A	SOMAN	NA
Interoffice Transport - Dedicated - OC12		
OC12 -per mile per month	1L5XX	$84.88
OC12 -Facility Termination	TBD	$12,344
NRC - OC12- Facility Termination - 1st	TBD	$1,713
NRC - OC12- Facility Termination - Add'l	TBD	$516.89

NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$93.12
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$93.12
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add	SOMAN	NA
Interoffice Transport - Dedicated - OC48		
OC48 -per mile per month	1L5XX	$138.02
OC48 -Facility Termination per month	TBD	$16,017
OC48 -per Interface OC12 on OC48 per month	TBD	$1,497
NRC - OC48 - Facility Termination - 1st	TBD	$1,713
NRC - OC48 - Facility Termination - Add'l	TBD	$516.89
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$844.21
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	$516.89
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	NA
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$93.12
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$93.12
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$93.12
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$93.12
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	NA
UNBUNDLED CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System (28 DS1) per month	MQ3	$236.32
NRC - 1st	MQ3	$425.41
NRC - Add'l	MQ3	$303.33
NRC -1st - Disconnect	MQ3	NA
NRC -Add'l - Disconnect	MQ3	NA
per Interface per month (COCI)	UC1D1	$8.52
NRC - 1st	UC1D1	$15.86
NRC - Add'l	UC1D1	$11.36
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$41.47
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$11.99
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA

DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	MQ1	$200.01
NRC - 1st	MQ1	$302.82
NRC - Add'l	MQ1	$184.20
NRC -1sr - Disconnect	MQ1	NA
NRC -Add'l - Disconnect	MQ1	NA
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	$2.94
NRC - 1st	1D1DD	$15.86
NRC - Add'l	1D1DD	$11.36
per BRITE card per month	UC1CA	$4.04
NRC - 1st	UC1CA	$15.86
NRC - Add'l	UC1CA	$11.36
per VG card per month (DS0)	1D1VG	$1.40
NRC - 1st	1D1VG	$15.86
NRC - Add'l	1D1VG	$11.36
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$41.47
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$11.99
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
UNBUNDLED DARK FIBER		
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	$31.95
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,741.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$563.75
NRC -Disconnect--1st	UDF14	NA
NRC -Disconnect--Add'l	UDF14	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, pe	1L5DC	$49.07
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,741.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$563.75
NRC -Disconnect--1st	UDFC4	NA
NRC -Disconnect--Add'l	UDFC4	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per m	1L5DL	$49.07
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,741.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$563.75
NRC -Disconnect--1st	UDFL4	NA
NRC -Disconnect--Add'l	UDFL4	NA

DESCRIPTION	USOC	KY
UNBUNDLED LOOP COMBINATIONS		
Unbundled Loop/Port Combinations (Note 4)		
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)		
Density Zone 1 / Top 8 MSAs in BellSouth Region		
Customers with 4 or more DS0 Equivalent		
Currently Combined (Note2)		
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)		
2-Wire Voice Grade Line Port (Res.), per month		
2- wire voice unbundled port - residence	UEPRL	NA
2-wire voice unbundled port with caller ID - residence	UEPRC	NA
2-wire voice unbundled port outgoing only - residence	UEPRO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	NA
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	NA
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA
2-wire voice unbundled outgoing only port	UEPBO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	NA

DESCRIPTION	USOC	KY
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)		
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA
Nonrecurring Charges		
2-Wire Voice Grade Line Port (Res. And Bus.)		
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - Incremental Manual Service Order Disconnect	TBD	NA
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA

DESCRIPTION	USOC	KY
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA
Nonrecurring Charges		

DESCRIPTION	USOC	KY
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change	TBD	NA
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - Incremental Manual Service Order Disconnect	TBD	NA
COST BASED RATES (Notes 2 & 3)		
Currently Combined		
2-Wire Voice Grade Loop with 2-Wire Line Port		
2-Wire Voice Grade Line Port (Res.), per month		
2- wire voice unbundled port - residence	UEPRL	$2.61
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.61
2-wire voice unbundled port outgoing only - residence	UEPRO	$2.61
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	$2.61
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	$2.61
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA

DESCRIPTION	USOC	KY
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.61
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$2.61
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.61
2-wire voice unbundled outgoing only port	UEPBO	$2.61
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	$2.61
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.61
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.79
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$27.68
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$47.78
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$17.40
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$30.29
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$50.39
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
Nonrecurring Charges		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$19.99
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$19.99

DESCRIPTION	USOC	KY
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPAP	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPAP	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPB1	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPB1	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA
2- Wire Voice Grade Loop - Bus Only with 2 -Wire DID Trunk Port		
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	TBD
2-Wire Voice Grade Loop (SL2)		
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	$17.27
RC - 2- Wire Voice Grade Loop - Zone 2	UECD1	$32.32
RC - 2- Wire Voice Grade Loop - Zone 3	UECD1	$55.78
RC - 2- Wire Voice Grade Loop - Zone 4	UECD1	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	TBD

DESCRIPTION	USOC	KY
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone4 (Note 6)	Note 8	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - 1st	TBD	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Addl	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - Addl	TBD	TBD
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port		
2-wire ISDN Digital Port per month	UEPPB	$12.33
2-Wire ISDN Digital Grade Loop		
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	$23.66
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	$44.28
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	$76.42
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA
Combination Rates		
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	$35.99
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	$56.61
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	$88.75
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port		
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	$275.48
4 - Wire DS1 Digital Loop		
RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	$50.26
RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	$94.06
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	$162.34
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA
Combination Rates		
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	$325.74
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	$369.54
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	$437.82
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	TBD

DESCRIPTION	USOC	KY
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port		
4 - Wire DID Trunk Port	TBD	TBD
4 - Wire DS1 Digital Loop		
4 - Wire DS1 Digital Loop - Statewide	TBD	NA
4 - Wire DS1 Digital Loop - Zone 1	TBD	$50.26
4 - Wire DS1 Digital Loop - Zone 2	TBD	$94.06
4 - Wire DS1 Digital Loop - Zone 3	TBD	$162.34
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA
Combination Rates		
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	Note 8	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	Note 8	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	Note 8	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	Note 8	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4	Note 8	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Addl	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	TBD
NRC - 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC- 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD
NRC- 4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port - Incremental Cost- Manual Service Order - Add'l	TBD	TBD
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.61
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.61
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.61
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.61

DESCRIPTION	USOC	KY
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.61
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.61
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.61
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.61
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	$2.61
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	$2.61
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CAL_ING PORT WITHOUT LUD	UEPXJ	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2.61
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$2.61
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.61
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.79
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$27.68
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$47.78
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		

DESCRIPTION	USOC	KY
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	#VALUE!
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	#VALUE!
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	#VALUE!
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
Nonrecurring Charges		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$19.99
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$19.99
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPP1	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPP1	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXB	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXB	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXE	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXE	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXL	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXM	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXM	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXO	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXS	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXS	NA

DESCRIPTION	USOC	KY
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA
All Other Loop/Port Combinations	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	

NOTES:

1. Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.
2. In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.
3. In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.
4. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.
5. Deleted
6. Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.
7. In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates.
8. There is not a unique combination USOC. CLEC should submit the loop and port USO

ENHANCED EXTENDED LINKS (EELs)		
New EEL rates are the sum of the individual UNE network elements (Interoffice transport and loop [channelization if applicable].		
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	**USOC**	**KY**
Recurring Charges		
2-wire VG Loop per month, statewide	UEAL2	NA
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
2-wire VG Loop per month, Zone 3 (Note 1)	NA	NA
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
DS1 Channelized System per month	MQ1	NA
VG (COCI) interface card per month	1D1VG	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
NRC-2-wire VG Local Loop - 1st	UEAL2	NA
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA
NRC-DS1 Channelization System -1st	MQ1	NA
NRC-DS1 Channelization System - Add'l	MQ1	NA
NRC-VG(COCI)interface card -1st	1D1VG	NA
NRC-VG(COCI)interface card - Add'	1D1VG	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMEC	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination	SOMAN	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:		
Recurring Charges		
4-wire VG Loop per month, statewide	UEAL4	NA
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
DS1 Channelized System per month	MQ1	NA
VG (COCI) interface card per month	1D1VG	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA
NRC-DS1 Channelization System -1st	MQ1	NA
NRC-DS1 Channelization System - Add'l	MQ1	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC-VG(COCI)interface card -1st	1D1VG	NA
			NRC-VG(COCI)interface card - Add'	1D1VG	NA
			NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Elec	SOMEC	NA
			NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Man	SOMAN	NA
			DS1 Interoffice Channel and 2-wire ISDN Local Loop:		
			Recurring Charges		
			2-wire ISDN Loop per month, statewide	U1L2X	NA
			2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	NA
			2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	NA
			2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	NA
			2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
			DS1 Channelized System per month	MQ1	NA
			2-wire ISDN(BRITE COCI) per month	UC1CA	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
			NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
			NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA
			NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA
			NRC-DS1 Channelization System -1st	MQ1	NA
			NRC-DS1 Channelization System - Add'l	MQ1	NA
			NRC-2-wire BRITE(COCI)interface card -1st	UC1CA	NA
			NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	NA
			NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - El	SOMEC	NA
			NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
			NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
			NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
			NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
			NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - M	SOMAN	NA
			DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
			Recurring Charges		
			4-wire 56kbps Loop per month, statewide	UDL56	NA
			4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
			DS1 Channelized System per month	MQ1	NA
			4-wire 56kbps card COCI per month	1D1DD	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			Non-Recurring Charges - New EEL (Note 2) (Note 3)		
			NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA
			NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA
			NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA
			NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA
			NRC-DS1 Channelization System -1st	MQ1	NA
			NRC-DS1 Channelization System - Add'l	MQ1	NA
			NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	NA
			NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	NA
			NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMEC	NA
			NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
			DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:		
			Recurring Charges		
			4-wire 64kbps Loop per month, statewide	UDL64	NA
			4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
			DS1 Channelized System per month	MQ1	NA
			4-wire 64kbps card COCI per month	1D1DD	NA
			Non-Recurring Charges - New EEL (Note 2) (Note 3)		
			NRC- DS1 interoffice - 1st	U1TF1	NA
			NRC- DS1 interoffice - Add'l	U1TF1	NA
			NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA
			NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA
			NRC-DS1 Channelization System -1st	MQ1	NA
			NRC-DS1 Channelization System - Add'l	MQ1	NA
			NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	NA
			NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	NA
			NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMEC	NA
			NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
			NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
			DS1 Interoffice Channel and DS1 Interoffice Local Loop:		
			Recurring Charges		
			DS1 Loop per month,State wide	USLXX	NA
			DS1 Loop per month, Zone 1 (Note 1)	TBD	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA
			Non-Recurring Charges - New EEL (Note 2) (Note 3)		
			NRC- DS1 interoffice - 1st	U1TF1	NA
			NRC- DS1 interoffice - Add'l	U1TF1	NA
			NRC-DS1 Local Loop - 1st	USLXX	NA
			NRC-DS1 Local Loop - Add'l	USLXX	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			DS3 Interoffice Channel and DS3 Local Loop:		
			Recurring Charges		
			DS3 Loop per Facility Termination per month	UE3PX	NA
			DS3 Loop per mile	1L5ND	NA
			Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA
			Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- DS3 interoffice - 1st	U1TF3	NA
			NRC- DS3 interoffice - Add'l	U1TF3	NA
			NRC-DS3 Local Loop - 1st	UE3PX	NA
			NRC-DS3 Local Loop - Add'l	UE3PX	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic	SOMEC	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual S	SOMAN	NA
			STS-1 Interoffice Channel and STS-1 Local Loop:		
			Recurring Charges		
			STS-1 Loop per Facility Termination per month	UDLS1	NA
			STS-1 Loop per mile	1L5ND	NA
			Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA
			Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- STS-1 interoffice - 1st	U1TFS	NA
			NRC- STS-1 interoffice - Add'l	U1TFS	NA
			NRC-STS-1 Local Loop - 1st	UDLS1	NA
			NRC-STS-1 Local Loop - Add'l	UDLS1	NA
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electr	SOMEC	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
			NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manu	SOMAN	NA
			DS3 Interoffice Channel and DS1 Local Loop:		
			Recurring Charges		
			DS1 Loop per month,State wide	USLXX	NA
			DS1 Loop per month, Zone 1 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	NA
			Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA
			DS3 Channelized System per month	MQ3	NA
			DS3 Interface per month (DS1 COCI)	UC1D1	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- DS3 interoffice - 1st	U1TF3	NA
			NRC- DS3 interoffice - Add'l	U1TF3	NA
			NRC-DS1 Local Loop - 1st	USLXX	NA
			NRC-DS1 Local Loop - Add'l	USLXX	NA
			NRC-DS3 Channelization System -1st	MQ3	NA
			NRC-DS3 Channelization System - Add'l	MQ3	NA
			NRC-DS1(COCI)interface card -1st	UC1D1	NA
			NRC-DS1(COCI)interface card -Add'l	UC1D1	NA
			NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	NA
			NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual S	SOMAN	NA
			STS-1 Interoffice Channel and DS1 Local Loop:		
			Recurring Charges		
			DS1 Loop per month,State wide	USLXX	NA
			DS1 Loop per month, Zone 1 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
			DS1 Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA
			Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA
			DS3 Channelized System per month	MQ3	NA
			DS3 Interface per month (DS1 COCI)	UC1D1	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC-DS1 Local Loop - 1st	USLXX	NA
			NRC-DS1 Local Loop - Add'l	USLXX	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC- STS-1 interoffice - 1st	U1TFS	NA
			NRC- STS-1 interoffice - Add'l	U1TFS	NA
			NRC-DS3 Channelization System -1st	MQ3	NA
			NRC-DS3 Channelization System - Add'l	MQ3	NA
			NRC-DS1(COCI)interface card -1st	UC1D1	NA
			NRC-DS1(COCI)interface card -Add'l	UC1D1	NA
			NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electron	SOMEC	NA
			NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
			NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
			NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
			NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
			NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual	SOMAN	NA
			2-wire VG Interoffice Channel and 2-wire VG Local Loop:		
			Recurring Charges		
			2-wire VG Loop per month, statewide	UEAL2	NA
			2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
			2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
			2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
			2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	NA
			Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- 2-wire VG interoffice - 1st	U1TV2	NA
			NRC- 2-wire VG interoffice - Add'l	U1TV2	NA
			NRC-2-wire VG Local Loop - 1st	UEAL2	NA
			NRC-2-wire VG Local Loop - Add'l	UEAL2	NA
			NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMEC	NA
			NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
			NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
			NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
			NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
			NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination	SOMAN	NA
			4-wire VG Interoffice Channel and 4-wire VG Local Loop:		
			Recurring Charges		
			4-wire VG Loop per month, statewide	UEAL4	NA
			4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA
			Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- 4-wire VG interoffice - 1st	U1TV4	NA
			NRC- 4-wire VG interoffice - Add'l	U1TV4	NA
			NRC-4-wire VG Local Loop - 1st	UEAL4	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC-4-wire VG Local Loop - Add'l	UEAL4	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMEC	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination	SOMAN	NA
			4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:		
			Recurring Charges		
			4-wire 56kbps Loop per month, statewide	UDL56	NA
			4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per m	U1TD5	NA
			Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- 4-wire 56kbps interoffice - 1st	U1TD6	NA
			NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	NA
			NRC-4-wire 56kbps Local Loop - 1st	U1TD5	NA
			NRC-4-wire 56kbps Local Loop - Add'l	U1TD5	NA
			NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Com	SOMEC	NA
			NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Com	SOMAN	NA
			4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:		
			Recurring Charges		
			4-wire 64kbps Loop per month, statewide	UDL64	NA
			4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA
			4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
			Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per m	U1TD6	NA
			Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA
			Non-Recurring Charges - New EEL (Note 2)(Note 3)		
			NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA
			NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA
			NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA
			NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA
			NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SOMEC	NA
			NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA
			NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Com	SOMAN	NA
				USOC	KY
			Local Loop:		
			2-Wire Analog Voice Grade Loop - Service Level 1	UEAL2	$20.00
			Zone 1	TBD	$14.79
			Zone 2	TBD	$27.68
			Zone 3	TBD	$47.78
			Zone 4	TBD	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UEAL2	NA
			NRC - Add'l	UEAL2	NA
			NRC - Disconnect Charge - 1st	UEAL2	NA
			NRC - Disconnect Charge - Add'l	UEAL2	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			4-Wire Analog Voice Grade Loop	UEAL4	$28.28
			Zone 1	TBD	$20.92
			Zone 2	TBD	$39.14
			Zone 3	TBD	$67.56
			Zone 4	TBD	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UEAL4	NA
			NRC - Add'l	UEAL4	NA
			NRC - Disconnect Charge - 1st	UEAL4	NA
			NRC - Disconnect Charge - Add'l	UEAL4	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			2-Wire ISDN Digital Grade Loop	U1L2X	$31.99
			Zone 1	TBD	$23.66

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			Zone 2	TBD	$44.28
			Zone 3	TBD	$76.42
			Zone 4	TBD	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	U1L2X	NA
			NRC - Add'l	U1L2X	NA
			NRC - Disconnect Dharge - 1st	U1L2X	NA
			NRC - Disconnect Charge - Add'l	U1L2X	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			4-Wire 56 kbps Digital Grade Loop	UDL56	NA
			Zone 1	TBD	NA
			Zone 2	TBD	NA
			Zone 3	TBD	NA
			Zone 4	TBD	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UDL56	NA
			NRC - Add'l	UDL56	NA
			NRC - Disconnect Dharge - 1st	UDL56	NA
			NRC - Disconnect Charge - Add'l	UDL56	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			4-Wire 64 kbps Digital Grade Loop	UDL64	NA
			Zone 1	TBD	NA
			Zone 2	TBD	NA
			Zone 3	TBD	NA
			Zone 4	TBD	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UDL64	NA
			NRC - Add'l	UDL64	NA
			NRC - Disconnect Dharge - 1st	UDL64	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC - Disconnect Charge - Add'l	UDL64	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			4-Wire DS1 Digital Loop	USLXX	$67.96
			Zone 1	TBD	$50.28
			Zone 2	TBD	$94.06
			Zone 3	TBD	$162.34
			Zone 4	TBD	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	USLXX	NA
			NRC - Add'l	USLXX	NA
			NRC - Disconnect Charge - 1st	USLXX	NA
			NRC - Disconnect Charge - Add'l	USLXX	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			DS3 Loop		
			per mile per month	1L5ND	$43.69
			facitility termination per month	UE3PX	$436.95
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - Facility Termination - 1st	UE3PX	NA
			NRC - Facility Termination - Add'l	UE3PX	NA
			NRC - Facility Termination - Disconnect - 1st	UE3PX	NA
			NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA
			NRC - Manual Svc Order, per LSR	SOMAN	NA
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
			NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1	SOMAN	NA
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-A	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
STS-1 Loop		
per mile per month	1L5ND	$43.69
facitility termination per month	UDLS1	$436.95
NRC - Ordinarily Combined in GA (Note 5)		
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disco	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disco	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
OC-3 Loop	1L5ND	$33.15
per mile per month	TBD	$436.95
facility termiantion per month		
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st	TBD	NA
NRC - OC3 - Facility Termination - Add'l	TBD	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
OC-12 Loop		
per mile per month	1L5ND	$40.80
facility termination per month	TBD	$2,457
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC12 - Facility Termination - 1st	TBD	NA
NRC - OC12 - Facility Termination - Add'l	TBD	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconn	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
OC-48 Loop		
per mile per month	1L5ND	$166.59
facility termination per month	TBD	$2,129
OC-12 Interface on OC-48 Loop per month	TBD	$725.77
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC48 - Facility Termination - 1st	TBD	NA
NRC - OC48 - Facility Termination - Add'l	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Di	SOMAN	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Di	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manua	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manua	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			Local Channels:		
			Local Channel - Dedicated - 2-Wire VG		
			Monthly Recurring per month	ULDV2	$22.26
			NRC - Ordinarily Combined In GA (Note 5)		
			NRC - 2-wire VG Local Channel - 1st	ULDV2	NA
			NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	NA
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - A	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			Local Channel - Dedicated - 4-Wire VG		
			Monthly Recurring per month	ULDV4	$23.38
			NRC - Ordinarily Combined In GA (Note 5)		
			NRC-4-wire VG Local Channel - 1st	ULDV4	NA
			NRC-4-wire VG Local Channel - Add'l	ULDV4	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			Local Channel - Dedicated - DS1		
			DS1 Monthly Recurring per month	ULDF1	$43.80
			NRC - Ordinarily Combined In GA (Note 5)		
			NRC - DS1 Local Channel - 1st	ULDF1	NA
			NRC - DS1 Local Channel - Add'l	ULDF1	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
			Local Channel - Dedicated - DS3	USOC	KY
			DS3 Local Channel - per mile per month	1L5NC	$34.00
			DS3 Local Channel - Facility Termination per month	ULDF3	$635.09
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA
			NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
			Local Channel - Dedicated - STS-1		
			STS-1 Local Channel - per mile per month	1L5NC	$34.00
			STS-1 Local Channel - Facility Termination per month	ULDFS	$635.09
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA
			NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add	SOMAN	NA
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Dis	SOMAN	NA
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Dis	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			Local Channel - OC3		
			Local Channel - OC3 - per Mile	TBA	$33.15
			Local Channel - OC3 - per Facility Termination	TBA	$713.29
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC3 - Facility Termination - 1st	TBA	NA
			NRC - OC3 - Facility Termination - Add'l	TBA	NA
			NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
			NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
			Local Channel - OC12	USOC	KY
			Local Channel - OC12 - per Mile	TBA	$40.80
			Local Channel - OC12 - per Facility Termination	TBA	$2,457
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC12 - Facility Termination - 1st	TBA	NA
			NRC - OC12 - Facility Termination - Add'l	TBA	NA
			NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
			NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
			NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-A	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			Local Channel - OC48	USOC	KY
			Local Channel - OC48 - per Mile	TBA	$133.84
			Local Channel - OC48 - per Facility Termination	TBA	$2,129
			Local Channel - OC12 interface on OC48 Facility	TBA	$725.77
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC48 - Facility Termination - 1st	TBA	NA
			NRC - OC48 - Facility Termination - Add'l	TBA	NA
			NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
			NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
			NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
			NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
			NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
			NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Discon	SOMAN	NA
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA
			NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
			NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
High Capacity Loops:		
Local Loop - Dedicated - DS3		
DS3 Local Loop- per mile per month	1L5ND	$43.69
DS3 Local Loop- per Facility Termination	UE3PX	$436.95
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
Local Loop - Dedicated - STS-1		
STS-1 Local Loop - per mile	1L5ND	$43.69
STS-1 Local Loop- per Facility Termination	UDLS1	$436.95
NRC - Ordinarily Combined in GA (Note 5)		
NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA
NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Discon	SOMAN	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Discon	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
Local Loop - OC3		
Local Loop - OC3 - per Mile	TBA	$33.15
Local Loop - OC3 - per Facility Termination	TBA	$713.29
NRC - Ordinarily Combined in GA (Note 5)		

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - OC3 - Facility Termination - 1st	TBA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
Local Loop - OC12		
Local Loop - OC12 - per Mile	TBA	$40.80
Local Loop - OC12 - per Facility Termination	TBA	$2,457
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC12 - Facility Termination - 1st	TBA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
Local Loop - OC48		
Local Loop - OC48 - per Mile	TBA	$133.84
Local Loop - OC48 - per Facility Termination	TBA	$2,129
Local Loop - OC12 interface on OC48 Facility	TBA	$725.77
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC48 - Facility Termination - 1st	TBA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'	SOMAN	NA
			NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
			NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
			NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
			NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			Interoffice Channels:		
			Interoffice Channel - Dedicated - 2-wire VG		
			Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.03
			Interoffice Channel - Dedicated 2-wire VG - Facility Termination per mont	U1TV2	$27.66
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA
			NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			Interoffice Channel - Dedicated - 4-wire VG		
			Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA
			Interoffice Channel - Dedicated 4-wire VG - Facility Termination per mont	U1TV4	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA
			NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Or	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			Interoffice Channel - Dedicated - DS0 - 56kbps		
			Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.0301
			Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per	U1TD5	$26.95
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA
			NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			Interoffice Channel - Dedicated - DS0 - 64kbps		
			Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.0301
			Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per	U1TD6	$26.95
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA
			NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Sv	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1	UNCCC	$54.09
			NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - A	UNCCC	$32.16
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	$0.00
			Interoffice Channel - Dedicated - DS1		
			Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.45
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$55.05
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA
			NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1	SOMAN	NA
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - A	SOMAN	NA
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
Interoffice Channel - Dedicated - DS3 - per mile per month		
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$12.06
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$1,112.02
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1	SOMAN	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - A	SOMAN	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - D	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
Interoffice Channel - Dedicated - STS-1		
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$12.62
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$1,204
NRC - Ordinarily Combined in GA (Note 5)		
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
Interoffice Channel - OC3		
Interoffice Channel - OC3 - per Mile	1L5XX	$27.97
Interoffice Channel - OC3 - per Facility Termination	TBA	$3,390
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st	TBA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
			NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
			NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1s	SOMAN	NA
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconne	UNCCC	$0.00
			Interoffice Channel - OC12		
			Interoffice Channel - OC12 - per Mile	TBA	$84.88
			Interoffice Channel - OC12 - per Facility Termination	TBA	$12,344
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC12 - Facility Termination - 1st	TBA	NA
			NRC - OC12 - Facility Termination - Add'l	TBA	NA
			NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA
			NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA
			NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1	SOMAN	NA
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
			NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
			NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
			Interoffice Channel - OC48		
			Interoffice Channel - OC48 - per Mile	TBA	$138.02
			Interoffice Channel - OC48 - per Facility Termination	TBA	$16,017
			Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,497
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC48 - Facility Termination - 1st	TBA	NA
			NRC - OC48 - Facility Termination - Add'l	TBA	NA
			NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA
			NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA
			NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA
			NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA
			NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA
			NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	NA
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Discon	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Discon	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
Channelization:		
DS3 Channelization		
DS3 Channelized System per month	MQ3	$236.32
DS3 Interface per month (DS1 COCI)	UC1D1	$8.52
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS3 Channelization - 1st	MQ3	NA
NRC - DS3 Channelization - Add'l	MQ3	NA
NRC - Channel Activation - 1st	UC1D1	NA
NRC - Channel Activation - Add'l	UC1D1	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'	SOMAN	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	$0.00
OR		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
DS1 Channelization		
DS1 Channelized System per month	MQ1	$200.01
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$2.94
VG interface card per month	1D1VG	$1.40
2-wire ISDN(BRITE card) per month	UC1CA	$4.04
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS1 Channelization - 1st	MQ1	NA
NRC - DS1 Channelization - Add'l	MQ1	NA
NRC - Channel Activation VG - 1st	1D1VG	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - Channel Activation VG - Add'l	1D1VG	NA
		NRC - Channel Activation OCU-DP- 1st	1D1DD	NA
		NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA
		NRC - Channel Activation BRITE - 1st	UCICA	NA
		NRC - Channel Activation BRITE - Add'l	UCICA	NA
		NRC - Electronic Svc Order, per LSR	SOMEC	NA
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'	SOMAN	NA
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		Access to DCS - Customer Reconfiguration (FlexServ)		
		DS1 DSC Termination with DS0 Switching	TBD	TBD
		DS1 DSC Termination with DS1 Switching	TBD	TBD
		DS3 DSC Termination with DS1 Switching	TBD	TBD
		NRC - Ordinarily Combined in GA:		
		NRC - Customer Configuration Establishment	TBD	TBD
		NRC - Customer Configuration Establishment - Disconnect	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD
		NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD
		NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - 1st	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD
		NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.09
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.16
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnec	UNCCC	$0.00
	Notes :			
	1	Deaveraged Rates will be effective May 1, 2000		
	2	New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in		
		Florida - Miami, Orlando, Ft. Lauderdale		
		Louisiana - New Orleans		
		N. Carolina - Greensboro, Charlotte		

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			Tennessee - Nashville		
		3	Unapproved rates are subject to true up.		
		4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly r		
			* Examples:		
			- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Chan		
			- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel		
			- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card		
		5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.		
		6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.		

DESCRIPTION	USOC	KY
Operational Support Systems		
Recovery of incremental OSS costs, per CLP, per month	TBD	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	$0.0008611
RC- OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	$0.0032357
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	$55.68
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	$0.0000365
Access Daily Usage File (ADUF)		
RC - ADUF, Message Processing, per message	TBD	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned	TBD	NA
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message	TBD	$0.001
Enhanced Optional Daily Usage File (EODUF)		
Enhanced Optional Daily Usage File: Message Processing , Per Message	TBD	$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	NA
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),	TBD	NA
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)		
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery		
per query	N/A	$0.0010
for 8XX Numbers, with Optional Complex Features, per query	N/A	$0.0011
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per query	N/A	$0.0010
with Optional Complex Features, per query	N/A	$0.0011
8XX Access Ten Digit Screening Svc. W/800 No. Delivery		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	$10.05
NRC - Addl'l	N8R1X	$1.19
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	$30.59
NRC - Addl'l	N/A	$3.22
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	$30.59
NRC - Addl'l	N8FTX	$3.22
NRC - Disconnect Charge - 1st	N8FTX	NA
NRC - Disconnect Charge - Add'l	N8FTX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	$6.97
NRC - Addl'l	N8FCX	$3.49

DESCRIPTION	USOC	KY
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	$8.16
NRC - Add'l	N8FMX	$4.67
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Change Charge per request		
NRC - 1st	N8FAX	$11.24
NRC - Add'l	N8FAX	$1.19
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Call Handling and Destination Features		
NRC - 1st	N8FDX	$6.97
NRC - Add'l	N8FDX	$6.97
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	$0.00006
LIDB Validation per query	OQU	$0.00938
LIDB Originating Point Code Establishment or Change - NRC	N/A	$107.60
NRC - Incremental Charge - Electronic Service Order	TBD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		$16.31
NRC		$354.95
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$16.31
NRC		$354.95
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Termination, per STP port per month		$174.08
CCS7 Signaling Usage, per ISUP message		$0.000037893
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		$0.000102042
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$329.98
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.6016
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.6249
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.1071
Professional recording of name (OCP alone)	USOD1	$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00

DESCRIPTION	USOC	KY
DRAM or front-end loading, per TOPS switch	USOD2	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
INWARD OPERATOR SERVICES		
Verification, per minute	N/A	NA
Verification and Emergency Interrupt, per minute	N/A	NA
Verification, per call	VIL	$1.00
Verification and Emergency Interrupt, per call	N/A	$1.111
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10
Call Completion Access Term charge per completed call	N/A	NA
Number Services Intercept per query	N/A	$0.0086
Number Services Intercept per Intercept Query Update	N/A	$0.0055
Directory Assistance Access Service Calls, per call	N/A	$0.275
Professional recording of name (DA alone)	N/A	$3,000.00
Professional recording of name (DA and OCP alone)	N/A	$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	$250.00
AABS or back-end loading, per IVS	N/A	$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
Directory Transport		
Directory Transport - Local Channel DS1, per month	N/A	$36.32
NRC - 1st	N/A	$637.46
NRC - Add'l	N/A	$546.94
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	NA
NRC - Incremental Charge-Manual Svc Order - NRC -addl	TBD	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$55.05
NRC - 1st	N/A	$298.18
NRC - Add'l	N/A	$231.18
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	$0.000175
Switched Common Transport per DA Access Service per call per mile	N/A	$0.000004
Access Tandem Switching per DA Access Service per call	N/A	$0.000783
DA Interconnection, per DA Access Service Call	N/A	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - 1st	N/A	$501.98
NRC - Add'l	N/A	$13.32
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA

DESCRIPTION	USOC	KY
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Manual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	$0.0193
Directory Assistance Database Service, per month	DBSOF	$120.76
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	$7,235.01
Direct Access to Directory Assistance Service, per query	DBSDA	$0.0052
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	$1,186.94
NRC - Disconnect	DBSDE	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA
AIN (Note 4)		
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	NA
NRC - Disconnect	CAMSE	NA
Port Connection - Dial/Shared Access		
NRC	CAMDP	NA
NRC - Disconnect	CAMDP	NA
Port Connection - ISDN Access		
NRC	CAM1P	NA
NRC - Disconnect	CAM1P	NA
User ID Codes - per User ID Code		
NRC	CAMAU	NA
NRC - Disconnect	CAMAU	NA
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	NA
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	NA
Session per minute	N/A	NA
C0. Performed Session, per minute		NA
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	CAMBP	NA
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	NA
NRC - Disconnect	BAPSC	NA
Training Session, per customer		
NRC	BAPVX	NA
NRC - Disconnect	BAPVX	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	NA
NRC - Disconnect	BAPTT	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	NA
NRC - Disconnect	BAPTD	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	NA

DESCRIPTION	USOC	KY
NRC - Disconnect	BAPTM	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	NA
NRC - Disconnect	BAPTO	NA
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	NA
NRC - Disconnect	BAPTC	NA
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	NA
NRC - Disconnect	BAPTF	NA
Query Charge, per query		NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	NA
NRC	BAPMS	NA
NRC - Disconnect	BAPMS	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	NA
NRC	BAPLS	NA
NRC - Disconnect	BAPLS	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	NA
NRC	BAPDS	NA
NRC - Disconnect	BAPDS	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	NA
NRC	BAPES	NA
NRC - Disconnect	BAPES	NA
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00
* Volume and term arrangements are also available.		
SELECTIVE ROUTING (Note 5)		
Per Line or PBX Trunk, each		$10.00 (Interim
NRC		NA
Customized routing per unique line class code, per request, per switch		
NRC	USRCR	$229.65
NRC - Incremental Charge - Manual Service Order		NA
VIRTUAL COLLOCATION		
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA
2-wire Cross-Connect		
RC	UEAC2	$0.31
NRC - 1st	UEAC2	$54.21
NRC - Add'l	UEAC2	$51.07
NRC - 1st - Manual Service Order	TBD	NA
NRC - Add'l - Manual Service Order	TBD	NA
NRC - Disconnect - 1st	UEAC2	NA
NRC - Disconnect - Add'l	UEAC2	NA

DESCRIPTION	USOC	KY
4-wire Cross-Connect		
RC	UEAC4	$0.62
NRC - 1st	UEAC4	$54.23
NRC - Add'l	UEAC4	$50.96
NRC - 1st - Manual Service Order	TBD	NA
NRC - Add'l - Manual Service Order	TBD	NA
NRC - Disconnect - 1st	UEAC4	NA
NRC - Disconnect - Add'l	UEAC4	NA
2-fiber Cross-Connect		
RC	CNC2F	$15.64
NRC - 1st	CNC2F	$41.56
NRC - Add'l	CNC2F	$29.82
NRC - Disconnect - 1st	CNC2F	NA
NRC - Disconnect - Add'l	CNC2F	NA
4-fiber Cross-Connect		
RC	CNC4F	$28.11
NRC - 1st	CNC4F	$50.53
NRC - Add'l	CNC4F	$38.78
NRC - Disconnect - 1st	CNC4F	NA
NRC - Disconnect - Add'l	CNC4F	NA
DS1 Cross-Connects		
RC	TBD	NA
NRC - 1st	TBD	NA
NRC - Add'l	TBD	NA
NRC - Manual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA
DS3 Cross-Connects		
RC	TBD	NA
NRC - 1st	TBD	NA
NRC - Add'l	TBD	NA
NRC - Manual Service Order - 1st	TBD	NA
NRC - Manual Service Order - Add'l	TBD	NA

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party

1	BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)
2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
3	This charge is only applicable where signaling usage measurement or billing capability does not exist.
4	Prices for AIN to be determined upon development of mediation device. (TN)
5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

1.1 For the purpose of this Exhibit C, the following terms shall be defined as:

1.1.1 **CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate** a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

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

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

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

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

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

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

2. Exhibit C

2.1 This Exhibit C contains the terms and conditions where BellSouth will provide to the AT&T access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 AT&T shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Exhibit C. Said notice shall be in writing, no less than 60 days prior to AT&T's access to BellSouth's CNAM Database Services and shall be addressed to AT&T's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to AT&T requires interconnection from AT&T to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Exhibit C.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, AT&T shall provide its own CNAM SSP. AT&T's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If AT&T elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that AT&T desires to query.

3.4 Out-Of-Region Customers

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

established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

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

4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.3 AT&T CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

ATTACHMENT 3

LOCAL INTERCONNECTION

DISAGREE:

5.3.1.1
5.3.1.7

OPEN-AT&T	**OPEN-BST**
1.2	1.2
1.5	1.4.3
1.7	1.4.4
1.8	1.5
1.9 – 1.11	1.7
2.2.2	1.8
2.7	1.9 – 1.11
3.2 – 3.5	2.2.2
3.6.7	3.2 – 3.5
3.18.1.1	3.6.6
4.13.5.3	3.6.7
5.2	3.7
5.3.1.1	3.8
5.3.3	3.9
5.3.3.1	4.14.1
6	5.3.2
Exhibit B	Exhibit B

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EXHIBIT B

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EXHIBIT F

LOCAL INTERCONNECTION

1. NETWORK INTERCONNECTION

1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).

1.1.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

1.1.2 AT&T shall provide interconnection to BellSouth at any mutually agreed upon point.

1.2 **[AT&T must establish, at a minimum, a single Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of AT&T's originated local, intraLATA toll terminated to BellSouth and transit traffic terminated to other than BellSouth.][OPEN-BST/AT&T]** If AT&T chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, AT&T must establish Points of Interconnection at all BellSouth access and local tandems where AT&T NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and AT&T End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is AT&T's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for AT&T to home its NPA/NXX(s) on a BellSouth access or local tandem, AT&T's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.

1.3 A Point of Presence 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 Point of Presence is the physical location within which the Point(s) of Interface occur.

1.4 A Point of Interface is the physical telecommunications interface between BellSouth and AT&T's interconnection facilities. It

establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:

1.4.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

1.4.2 It is a point where BellSouth and AT&T can verify and maintain specific performance objectives.

1.4.3 **[It is specified according to the interface offered in this Attachment 3.] [OPEN-BST]**

1.4.4 [The Parties provide their own equipment to interface with the equipment on the customer premises.] [OPEN-BST]

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, End Offices, or any other technically feasible point, as described in this Agreement. AT&T'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 AT&T-originated local and local originating and terminating transit traffic.] [OPEN-BST/AT&T]**

1.6 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.

1.7 **[Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the Point of Interface.] AT&T, at its option, shall establish Points of Presence and Points of Interface 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.] [OPEN-BST/AT&T]**

1.8 **[BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to AT&T for call transport and termination by AT&T.] [OPEN-BST/AT&T]**

1.9 **[For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.**

1.10 **For the purposes of this Attachment 3, 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.**

1.11 **For the purposes of this Attachment 3, Dedicated 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.] [OPEN-BST/AT&T]**

2. METHODS OF INTERCONNECTION

2.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.

2.2 Interconnection by one Party at the premises of the other Party.

2.2.1 BellSouth shall provide collocation to AT&T pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

2.2.2 **[AT&T, at its sole discretion, may permit BellSouth to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating BellSouth's local traffic. BellSouth may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant to Exhibit _ of this Attachment 3, incorporated herein by this reference.] [OPEN-BST/AT&T]**

2.3 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At AT&T's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from AT&T's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.

2.4 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this

Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.

2.6 "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). A Fiber Meet shall be an arrangement as set forth in Section 2.9 of this Attachment 3.

2.7 Any other method determined to be technically feasible and requested by AT&T shall be done pursuant to the process defined in Attachment 10 of this Agreement, incorporated herein by this reference. Any other method determined to be technically feasible and requested by BellSouth and agreed to by AT&T shall be done pursuant to **[_____.] [OPEN-AT&T]**

2.8 Local Tandem Interconnection. This interconnection arrangement allows AT&T to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of AT&T-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, 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.

2.8.1 When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T 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. AT&T 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 AT&T does not choose to establish a Point of Interconnection. It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic

routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG.

2.8.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, AT&T must also establish Points of Interconnection to BellSouth access tandems within the LATA on which AT&T has NPA/NXX's 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 cannot 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 General Subscriber Services Tariff, Section A35.)

2.8.3 Bell South's provisioning of local tandem interconnection assumes that AT&T has the necessary local interconnection arrangement with the other third party network providers subtending those local tandems as required by the Act.

2.9 Fiber Meet

2.9.1 If AT&T elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, AT&T 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 and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, AT&T's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the provision of two-way trunking unless otherwise agreed to by the Parties.

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

2.9.3 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Serving Wire Center ("ASWC").

2.9.4 The parties shall mutually agree upon a Point of Interface outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach 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 AT&T, Point of Interface to BellSouth).

2.9.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.9.6 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.

2.9.7 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.

2.9.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for transit traffic.

3. INTERCONNECTION TRUNKING AND ROUTING

3.1 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:

3.2 [Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").

3.3 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.

3.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one [1] year of the Effective Date of the Agreement.

3.5 **If, following one [1] year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution proceeding, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. [OPEN-BST/AT&T]**

3.6 The Parties will use the following interconnection standards:

3.6.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.

3.6.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.

3.6.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

3.6.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.14 of this Attachment 3 and sound engineering practices.

3.6.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).

3.6.6 BellSouth and AT&T shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with **[Exhibit ___ of this Attachment 3, attached hereto and incorporated herein by this reference.] [OPEN-BST to provide list]**

3.6.7 **[All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and AT&T not addressed in Exhibit A shall be**

as set forth in the appropriate Party's intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding 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. AT&T shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.] [OPEN-BST/AT&T]

3.7 **[The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.] [OPEN-BST]**

3.8 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls. [OPEN-BST]

3.9 **[Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.] [OPEN-BST]**

3.10 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.

3.11 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.

3.12 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.

3.13 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.

3.14 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

3.15 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.

3.16 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).

3.17 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.

3.18 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

3.18.1.1 BellSouth agrees to provide upon request of AT&T, pursuant to Section __ of the General Terms and Conditions of this Agreement, traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the BellSouth tandem to determine which AT&T traffic by NXX is being blocked. [OPEN-AT&T]

3.18.1.2 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to AT&T information regarding blocking of interconnection traffic.

3.19 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.

4. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

4.1 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.

4.2 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 technical specifications set forth in the applicable industry standard technical references. 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 applicable industry standard technical references. 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.

4.3 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.

4.4 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. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum ("OBF") adopted guidelines pertaining to TNS codes.

4.4.1 BellSouth's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.

4.4.2 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps out of band signaling connections between the AT&T signaling point of interconnection and BellSouth's signaling point of interconnection ("SPOI").

4.4.3 The network termination point where this interconnection takes place is called the Signaling Transfer Point ("STP") port termination.

4.4.4 Charges for signaling links and the STP port termination can be found in Attachment 2 of this Agreement, incorporated herein by this reference.

4.4.5 Each CCSAS signaling connection provides for two-way digital transmission at speeds in multiples of 56 kbps. The connection to BellSouth's STP pair can be made from either AT&T's signaling point ("SP"), which requires a minimum of two links, or from AT&T's STP pair, which requires a minimum of four links.

4.5 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.

4.6 Where CCS is not available, in-band multi-frequency signaling will be provided. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available, at parity.

4.7 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points ("SCP"), including toll free databases, Line Information Database ("LIDB"), Calling Name ("CNAM"), and any other necessary databases.

4.8 When the Parties establish new links , each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows

4.8.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.

4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and AT&T has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the AT&T-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit __ in Attachment 2, incorporated herein by this reference.

4.8.3 Where the SPOI for the signaling link facilities is located at the AT&T Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, AT&T will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit __ in Attachment 2, incorporated herein by this reference.

4.8.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.

4.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that AT&T LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.

4.10 Message Screening

4.10.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

4.10.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point ("SCP") from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

4.11 STP Requirements

4.11.1 BellSouth shall provide message transfer part and Signaling Connection Control Point ("SCCP") protocol interfaces in accordance with the technical specifications set forth in the applicable industry standard technical references.

4.12 SS7 Network Interconnection

4.12.1 SS7 Network Interconnection is the interconnection of AT&T STPs and AT&T local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, AT&T local or tandem switching systems and other third-party switching systems directly connected to the BellSouth SS7 network.

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

4.12.2.1 BellSouth local or tandem switching systems;

4.12.2.2 BellSouth databases; and

4.12.2.3 Other third-party local or tandem switching systems.

4.12.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and AT&T or other third-party switching systems with [note could be A or D/B link] direct access to the BellSouth SS7 network.

4.12.4 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated

digits between an AT&T local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPs and the BellSouth or other third-party local switch.

4.12.5 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code ("CIC").

4.12.6 BellSouth shall offer the following SS7 Network Interconnection options to connect AT&T or AT&T-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

4.12.6.1 A-link interface from AT&T local or tandem switching systems; and

4.12.6.2 D/B-link interface from AT&T STPs.

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

4.12.7.1 An A-link layer shall consist of two links.

4.12.7.2 A D/B-link layer shall consist of four links.

4.12.8 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to a BellSouth STP.

4.13 Trunk Forecasting and Servicing Requirements.

4.12.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to AT&T, AT&T must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If AT&T refuses to provide such

information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

4.13.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast 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" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.13.2 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 48 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 Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

4.13.3 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.

4.13.4 Signaling Call Information. BellSouth and AT&T will send and receive 10 digits for local traffic. Additionally, BellSouth and AT&T 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.

4.13.5 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to AT&T to order changes BellSouth desires to the BellSouth interconnection trunk groups based on BellSouth's capacity assessment. AT&T will issue an ASR to BellSouthBellSouth to order changes AT&T desires to the AT&T interconnection trunk groups based on AT&T's capacity assessment.

4.13.5.1 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.

4.13.5.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable.

4.13.5.3 The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF. **[When submitting an ASR, BellSouth will identify AT&T's end office in the SEC LOC field of the ASR form.] [OPEN-AT&T]**

4.13.5.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

4.13.6 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.

4.13.7 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and AT&T work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall

be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.

4.13.8 As provided herein, AT&T and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.

4.14 Interference or Impairment

4.14.1 [Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.] [OPEN-BST]

4.15 Local Dialing Parity

4.15.1 BellSouth and AT&T 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 AT&T 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. NETWORK MAINTENANCE

5.1 Outage Repair Standard

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 [BellSouth shall provide AT&T at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact AT&T's end users. Scheduled maintenance shall include, without

limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.] [OPEN-AT&T]

5.3 Interconnection Compensation

5.3.1 Compensation for Local Traffic

5.3.1.1 Local Traffic means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call **[when the originating Party has its own switch]. [OPEN-AT&T]** Therefore, when an AT&T end user originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth end user originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic.

DISAGREE

AT&T PROPOSAL: As clarification of this definition and for reciprocal compensation, Local Traffic does include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include any minutes of traffic that were generated solely for the purpose of receiving reciprocal compensation and were not related to traffic routinely and ordinarily recognized within the industry to constitute local traffic as a result of a telephone call (i.e., voice or data traffic).

BST PROPOSAL: As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include traffic that consists of minutes of use from any end user customer that relies upon a call placed by that end user customer or on the end user customer's behalf to establish or maintain a network connection, if: (a)

minutes of use to be billed are primarily associated with traffic of a type not routinely and ordinarily recognized by a reasonable person to constitute traffic as a result of a telephone call (i.e., voice or data traffic); (b) the end user customer does not control the destination of the call; and (c) the minutes of use do not serve a legitimate purpose that is unrelated to the receipt of reciprocal compensation or any other benefit that may be derived solely from establishing or maintaining the network connection.

5.3.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the network facilities utilized in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.

5.3.1.3 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.

5.3.1.4 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

5.3.1.5 For the purposes of this Attachment 3, 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.

5.3.1.6 If AT&T utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from AT&T for transport and termination of BellSouth originated traffic, BellSouth will pay AT&T no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where AT&T receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the AT&T terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate AT&T at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by AT&T as defined in this Attachment 3.

5.3.1.7 DISAGREE

AT&T PROPOSAL: ~~Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.~~

~~"Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end.~~

BST PROPOSAL: Neither Party shall represent access services traffic (e.g., Internet Protocol Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation. "Internet Protocol Telephony" is defined as real-time voice conversations over the Internet by converting voices into data which is compressed and split into packets, which are sent over the Internet like any other packets and reassembled as audio output at the receiving end.

5.3.2 **[Unidentifiable traffic. AT&T shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish local from intraLATA toll traffic for BellSouth originated traffic. AT&T end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to AT&T for termination on the AT&T's network, if BellSouth cannot determine, because of the manner in which AT&T has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if AT&T can provide sufficient information for BellSouth to determine whether said traffic is local or toll.] [OPEN-BST]**

5.3.3 **DISAGREE**

BST PROPOSAL

Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. **[By the first of January, April, July and October of each year, BellSouth and AT&T shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time**

during this Agreement.] Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

[Notwithstanding the reporting interval set forth in Section 5.3.3, BellSouth will accept and implement a monthly PLU, for a period of twelve (12) months, whenever AT&T gains an end user whose calling pattern and traffic would likely have an impact on the PLU reported by AT&T or whenever AT&T opens a new calling area or begins marketing local services in a new area. After reporting the PLU monthly for a twelve (12) month period, the PLU reporting will revert to quarterly. Unless the monthly reporting demonstrates that the PLU has stabilized, then the reporting party will continue to report a monthly PLU for an additional six (6) month period or until the Parties agree that the PLU has stabilized, whichever occurs first. In all other instances, the PLU reporting shall be quarterly.]

AT&T PROPOSAL

Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. **[BellSouth shall report quarterly PLU factors to AT&T. BellSouth will continue to accept from AT&T the current monthly PLU factors provided under the previous agreement. Such monthly PLU factors will continue for a period of twelve (12) months from the date of this Agreement. At the end of the twelve (12) month period, AT&T will begin to provide quarterly PLU factors, beginning with the quarter immediately following the anniversary date, unless AT&T asserts that the monthly reporting demonstrates that the PLU has not stabilized, in which case AT&T will continue to provide monthly PLU factors for an additional six (6) month period or until the Parties agree that the PLU has stabilized, whichever occurs first. For the remainder of the period covered by this Agreement, AT&T will report quarterly factors** by the first of January, April, July and October of each year. BellSouth and AT&T shall also provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for

Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

5.4 Percentage Interstate Usage. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid. Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and AT&T shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.5 Compensation for IntraLATA Toll Traffic

5.5.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a toll call.

5.5.2 Compensation for IntraLATA Toll Traffic. For terminating its IntraLATA Toll Traffic on the other Party's network, the originating Party will pay the terminating Party's intrastate or interstate

terminating switched access tariff rates as set forth in the effective intrastate or interstate access services tariff, whichever is appropriate. The appropriate charges will be determined by the routing of the call. If BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services.

5.5.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.

5.5.4 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.

5.5.5 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for AT&T's transit traffic. Transit traffic is traffic originating on AT&T'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 AT&T's network . Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that AT&T's end office is subtending the BellSouth Access Tandem for switched access traffic to and from AT&T's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. 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 Multiple Exchange Carrier Access Billing ("MECAB") guidelines.

6. **[OSS Rates – To the extend AT&T orders a Service and Element for the purpose of interconnection, the OSS Rates set forth in**

Exhibit __ of Attachment 2, incorporated herein by this reference, shall apply.] [OPEN-AT&T]

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)		
End Office Switching, per mou	N/A	$0.002562
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA
Tandem Switching, per mou	N/A	$0.001096
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA
Tandem Intermediary Charge, per mou*	N/A	$0.001096
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)		
TRUNK CHARGE		
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.		
Installation Trunk Side Service - per DS0		
NRC - 1st	TPP++	$334.09
NRC - Add'l	TPP++	$57.12
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	$0.0000049
Common (Shared) Transport Facilities Termination per mou	N/A	$0.000426
Interoffice Channel Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-wire VG		
2-Wire VG - per mile per month	1L5XF	NA
2-Wire VG - Facility Termination per month	1L5XF	NA
NRC - 2-wire VG - Facility Termination -1st	1L5XF	NA
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	NA
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5XF	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi		
2-Wire VG - per mile per month	1L5NF	$0.03
2-Wire VG - Facility Termination per month	1L5NF	$27.66
NRC - 2-wire VG - Facility Termination -1st	1L5NF	$142.31

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	$56.21
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
DS0 - per mile per month	1L5XK	NA
DS0 - Facility Termination per month	1L5XK	NA
NRC - DS0 - Facility Termination - 1st	1L5XK	NA
NRC - DS0 - Facility Termination - Add'l	1L5XK	NA
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi		
DS0 - per mile per month	1L5NK	$0.0301
DS0 - Facility Termination per month	1L5NK	$26.95
NRC - DS0 - Facility Termination - 1st	1L5NK	$142.31
NRC - DS0 - Facility Termination - Add'l	1L5NK	$56.21
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.21
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.21
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS1		

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
DS1 - per mile per month	1L5XL	NA
DS1 -Facility Termination per month	1L5XL	NA
NRC - DS1-Facility Termination - 1st	1L5XL	NA
NRC - DS1 - Facility Termination - Add'l	1L5XL	NA
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi		
DS1 - per mile per month	1L5NL	$0.45
DS1 -Facility Termination per month	1L5NL	$55.05
NRC - DS1-Facility Termination - 1st	1L5NL	$298.18
NRC - DS1 - Facility Termination - Add'l	1L5NL	$231.23
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5NL	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS3		
DS3 - per mile per month	1L5XM	NA
DS3 -Facility Termination per month	1L5XM	NA
NRC - DS3 - Facility Termination -1st	1L5XM	NA
NRC - DS3 - Facility Termination - Add'l	1L5XM	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	SOMAN	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMEC	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi		
DS3 - per mile per month	1L5NM	$12.06
DS3 -Facility Termination per month	1L5NM	$1,112.02
NRC - DS3 - Facility Termination -1st	1L5NM	$858.75
NRC - DS3 - Facility Termination - Add'l	1L5NM	$524.95
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Local Channel - Dedicated		
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring per month	TEFV2	$22.26
Zone 1	TBD	NA
Zone 2	TBD	NA
Zone 3	TBD	NA
Zone 4	TBD	NA
NRC - STS-1 - Facility Termination - 1st	TEFV2	$585.15
NRC - STS-1 - Facility Termination - Add'l	TEFV2	$98.53
NRC - STS-1 - Facility Termination - Disconnect - 1st	TEFV2	$11.99
NRC - STS-1 - Facility Termination - Disconnect - Add'l	TEFV2	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring per month	TEFV4	$23.38
Zone 1	TBD	NA
Zone 2	TBD	NA
Zone 3	TBD	NA
Zone 4	TBD	NA
NRC - 4-Wire VG - 1st	TEFV4	$585.15
NRC - 4-Wire VG - Add'l	TEFV4	$98.53
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	NA
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	NA

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	TEFHG	$43.80
DS1 per mile per month	1L5NC	$0.00
Zone 1	TBD	NA
Zone 2	TBD	NA
Zone 3	TBD	NA
Zone 4	TBD	NA
NRC - DS1 - 1st	TEFHG	$538.95
NRC - DS1 - Add'l	TEFHG	$464.94
NRC - DS1 - Disconnect Chg - 1st	TEFHG	NA
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
Local Channel - Dedicated - DS3		
DS3 - per mile per month	1L5NC	$34.00
DS3 - Facility Termination per month	TEFHJ	$635.09
NRC - DS3 - Facility Termination - 1st	TEFHJ	$1,091.00
NRC - DS3 - Facility Termination - Add'l	TEFHJ	$661.23
NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	NA
NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	NA
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	NA
CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System (28 DS1) per month	SATCS	NA

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
NRC - 1st	SATCS	NA
NRC - Add'l	SATCS	NA
NRC -1st - Disconnect	SATCS	NA
NRC -Add'l - Disconnect	SATCS	NA
per Interface per month (COCI)	SATCO	NA
NRC - 1st	SATCO	NA
NRC - Add'l	SATCO	NA
NRC - Manual Svc Order, per LSR	SOMEC	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMAN	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi		
per Channelized System (28 DS1) per month	SATNS	$303.33
NRC - 1st	SATNS	NA
NRC - Add'l	SATNS	NA
NRC -1st - Disconnect	SATNS	$8.52
NRC -Add'l - Disconnect	SATNS	$15.86
per Interface per month (COCI)	SATCO	$11.36
NRC - 1st	SATCO	$19.99
NRC - Add'l	SATCO	NA
NRC - Manual Svc Order, per LSR	SOMAN	$3.50
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	SATC1	NA
NRC - 1st	SATC1	NA
NRC - Add'l	SATC1	NA
NRC -1sr - Disconnect	SATC1	NA
NRC -Add'l - Disconnect	SATC1	NA
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
per BRITE card per month	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
per VG card per month (DS0)	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA

BELLSOUTH/ATT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	KY
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi		
per Channelized System (24 DS0) per month	SASTN1	$200.01
NRC - 1st	SASTN1	$302.82
NRC - Add'l	SASTN1	$184.20
NRC -1sr - Disconnect	SASTN1	NA
NRC -Add'l - Disconnect	SASTN1	NA
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	$2.94
NRC - 1st	SATSA	$15.86
NRC - Add'l	SATSA	$11.36
per BRITE card per month	SATSA	$4.04
NRC - 1st	SATSA	$15.86
NRC - Add'l	SATSA	$11.36
per VG card per month (DS0)	SATSA	$1.40
NRC - 1st	SATSA	$15.86
NRC - Add'l	SATSA	$11.36
NRC - Manual Svc Order, per LSR	SOMAN	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
Local Interconnection Mid-Span Meet		
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	TEFHG	$21.90
NRC - DS1 - 1st	TEFHG	$269.48
NRC - DS1 - Add'l	TEFHG	$232.47
NRC - DS1 - Disconnect Chg - 1st	TEFHG	NA
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	$87.71
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	NA
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.		

EXHIBIT B: SPACE LICENSE

1. AT&T, at its sole discretion, may license BellSouth to situate BellSouth equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of interconnection. ~~AT&T's agreement to license space in the AT&T central office will not be unreasonably withheld.~~ Such licenses and site support services are referred to herein collectively as a "Space License." **If AT&T denies BellSouth a Space License in a particular AT&T central office, AT&T shall assure that BellSouth may interconnect with AT&T's network through an alternative arrangement reasonably acceptable to both parties, including without limitation, lease of AT&T's facilities directly connected to BellSouth's network; mid-span fiber meet; space in an adjacent premises; and an arrangement by which AT&T would assume ownership and control of equipment provided by BellSouth to be located in the AT&T central office for the sole purpose of interconnection. [OPEN AT&T/BST]**

2. The allowable network interfaces under a Space License are DS1, DS3 or another network interface as mutually agreed upon between the Parties to this Agreement.

3. Space Licenses are available subject to the availability of space and site support services in each AT&T central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

3.1 Among the information to be provided in the questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."

3.2 **[BellSouth is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures. BellSouth will use AT&T's certified vendors for the installation of License Facilities.] [OPEN-AT&T/BST]**

3.3 If BellSouth desires to modify its request, prior to notification from AT&T regarding availability, BellSouth may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.

4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T central office space and site support services to meet the request contained in BellSouth's questionnaire. AT&T will notify BellSouth in writing within thirty (30) business days whether there is sufficient AT&T central office space available for each such request.

5. Upon receiving written notification of the availability of AT&T central office space from AT&T, BellSouth will provide written verification that it still requires such AT&T central office space. This written notification is BellSouth's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Exhibit B.

6. The rates and charges are to be negotiated by the Parties.

7. AT&T agrees to provide site support services as follows:

7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.

7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board ("BDFB") from which AT&T will supply DC power to BellSouth.

7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.

8. AT&T will provide the amount of space requested by BellSouth unless AT&T reasonably determines the quantity of space requested is not available. If the amount of requested space is not available, AT&T will specify the dimensions of the Equipment Space available and will specify any physical or space separation requirements. If the amount of space requested is available, AT&T will provide the location of the

space and will specify any physical or space separation requirements.

9. For the purpose of performing work for which BellSouth is responsible under this Exhibit B, AT&T licenses BellSouth to enter and exit the Equipment Space through portions of the AT&T central office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T. BellSouth and AT&T will establish contact lists and procedures for after hours entry to the AT&T central office.

10. BellSouth will provide a twenty-four (24) hour local or toll free telephone number which AT&T can use to verify the authority of such personnel to enter the Equipment Space. BellSouth shall furnish to AT&T, and keep current, samples of the identifying credentials to be carried by all BellSouth employees authorized to enter the Equipment Space. Notwithstanding Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, or except in the case of willful misconduct or gross negligence on the part of AT&T, BellSouth hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any person who possesses a BellSouth employee identification badge and who was verified and admitted by AT&T.

11. While in the AT&T central office, employees of BellSouth **[and its contractors]** must comply at all times with AT&T's security and safety procedures and requirements. **[OPEN-AT&T]** AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.

12. ~~**[BellSouth will be responsible for selecting its contractors and causing their compliance with this Exhibit B.]**~~ **[OPEN-AT&T]**

13. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's central office.

14. BellSouth's employees **[and contractors]** shall abide by the requirements of Section 5.10, Interference or Impairment, of Attachment 4, incorporated herein by this reference. **[OPEN-AT&T]**

15. In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space whatever tools and equipment necessary to install and maintain its equipment. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring into the AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

16. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for BellSouth transmission cable, the Licensed Facilities, and any work performed by or behalf of BellSouth in the AT&T central office, at any time. If the Equipment Space is surrounded by a security enclosure, BellSouth shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.

17. AT&T and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

18. BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to AT&T or to another space licensee upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

19. The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the AT&T central office.

20. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or

may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

21. AT&T may relocate the licensed space, or the AT&T central office, or both upon thirty (30) days prior written notice to BellSouth. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to BellSouth. AT&T will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and AT&T will provide at its own expense any additional or replacement cable racks and BellSouth transmission cable needed to accommodate the relocation of the installation. AT&T and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.

22. Licensed Facilities will be furnished, installed and maintained in accordance with the following:

22.1 BellSouth agrees to furnish all Licensed Facilities.

22.2 BellSouth agrees to install the Licensed Facilities. BellSouth agrees to comply with specifications and processes furnished by AT&T for installation performed by BellSouth.

22.3 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated AT&T power source. BellSouth will distribute the power among its equipment within the Equipment Space.

22.4 [BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. AT&T agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.] [OPEN-AT&T]

22.5 [BellSouth may use contractors to perform installation and maintenance for which BellSouth is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of BellSouth submitted contractors. Use of any other contractors shall require AT&T's prior written consent,

which shall not be unreasonably withheld.] [OPEN-AT&T/BST]

22.6 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.

23. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any BellSouth equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

24.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Exhibit B.

24.2 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Exhibit B.

25. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

25.1 Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.

25.2 Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish or transfer its transmission cable to AT&T or to another AT&T space licensee in lieu of removal. Upon termination of the applicable Space License, unless transferred to another AT&T space licensee, all BellSouth transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth). At AT&T's request, BellSouth will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to AT&T.

25.3 If no monies are owed by BellSouth to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense.

[Agreement of this Space License is contingent upon approval of the following items to be furnished by AT&T to BellSouth:

- **Questionnaire referred to in sections 3 and 4.**
- **Installation process and procedures referred to in section 3.2.**
- **List of AT&T's certified vendors referred to in section 3.2.**
- **Security and safety procedures and requirements referred to in section 11.**
- **Specifications and processes referred to in section 22.2.**
- **Emergency repair process for inclusion in section 22.4.]**

Preferred Interconnection Architecture

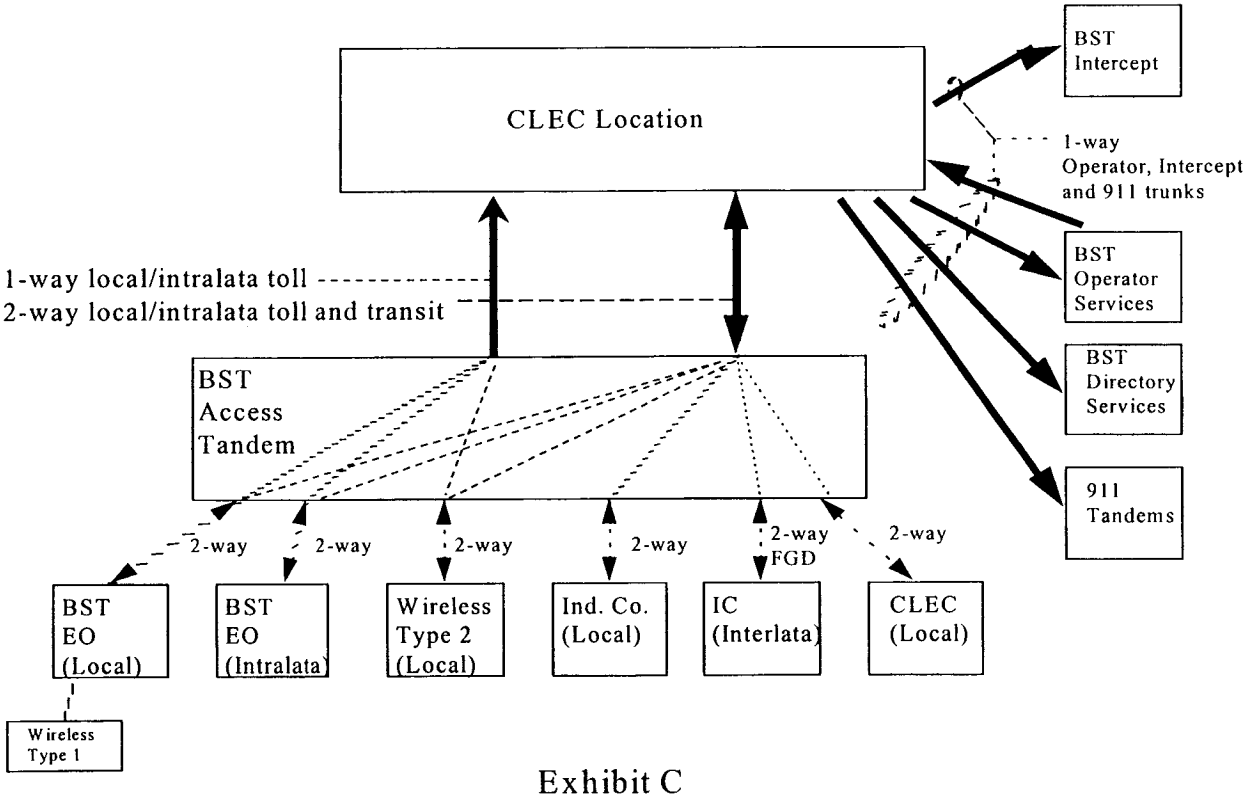


Exhibit C

One Way Trunking Interconnection

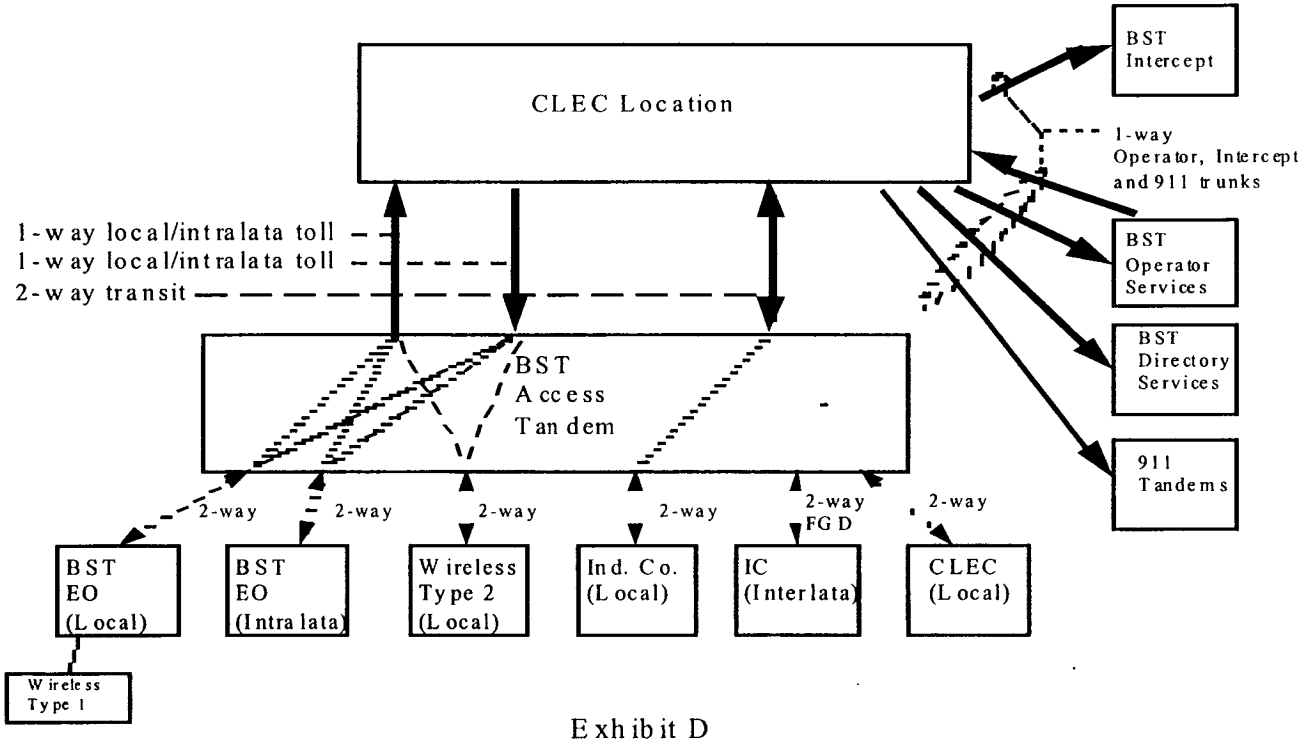


Exhibit D

Two Way Trunking Interconnection

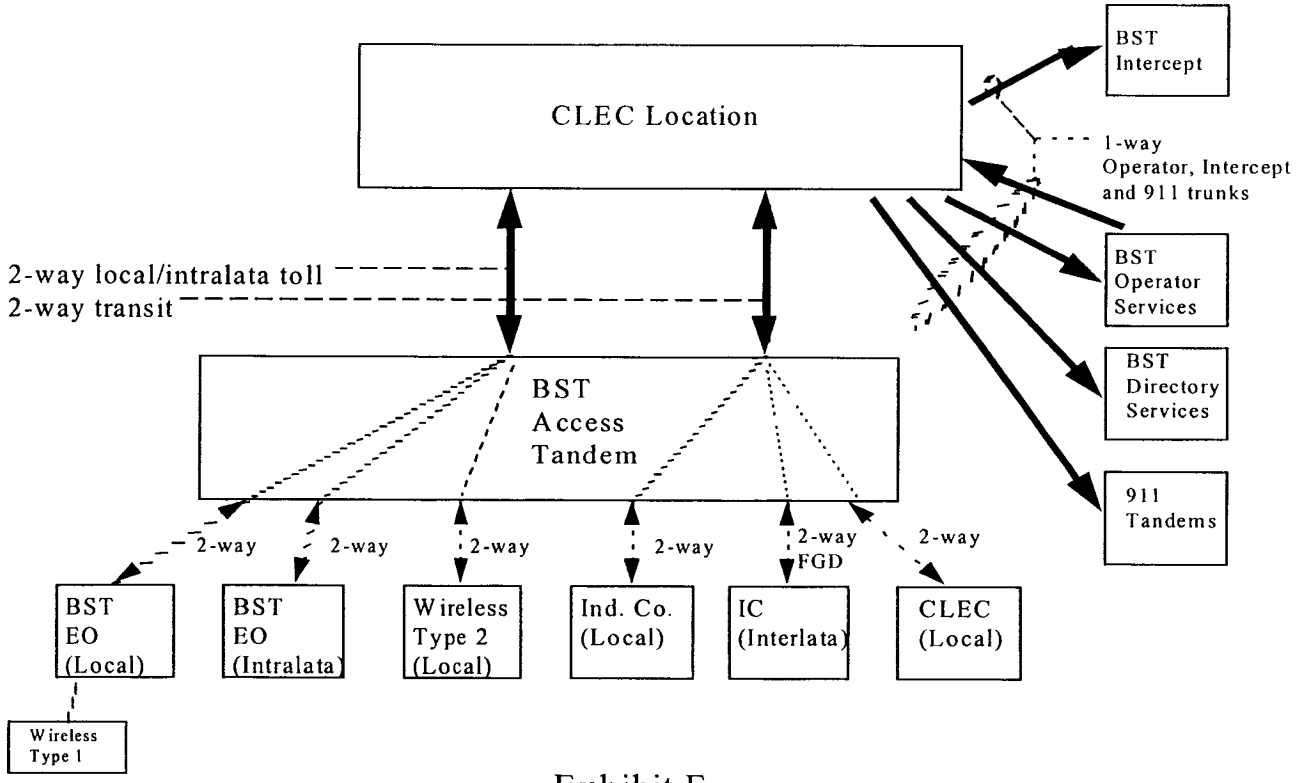


Exhibit E

SuperGroup Interconnection Architecture

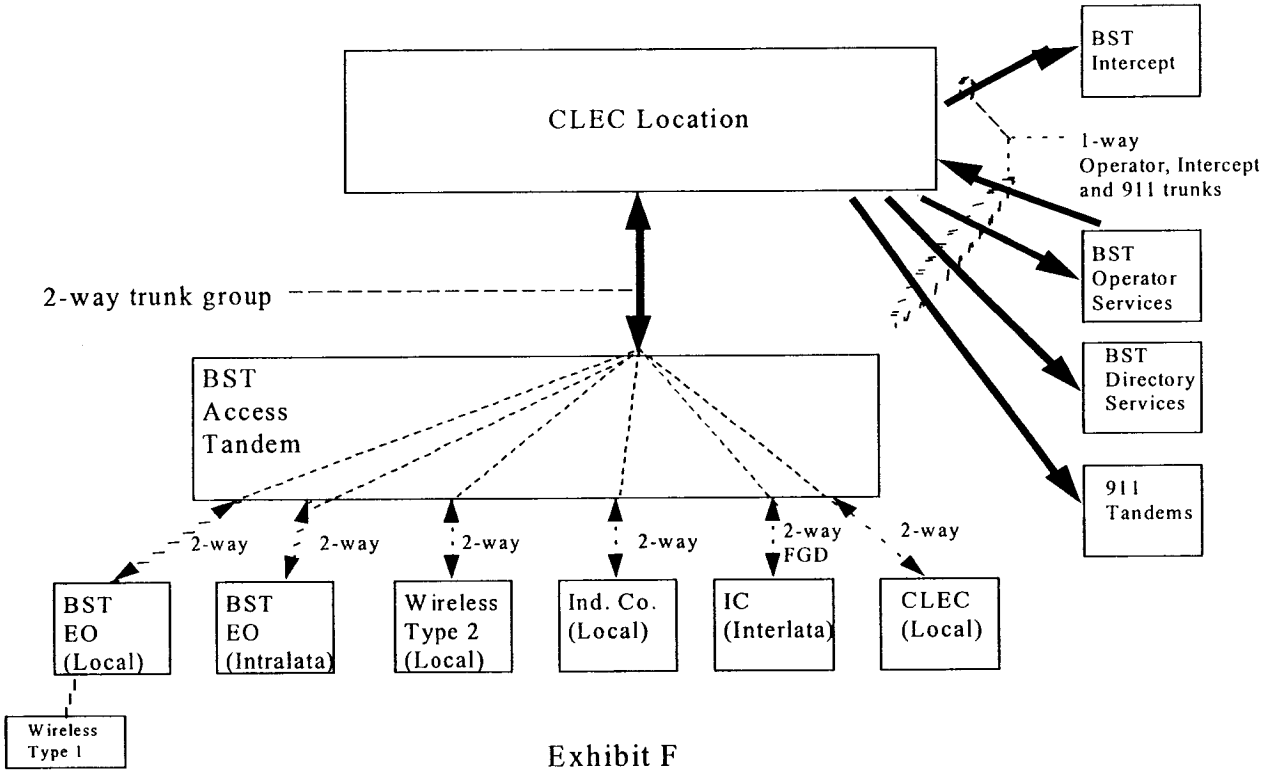


Exhibit F

Attachment 4

Collocation

DISAGREE:

1.7
5.7.1
11.1
11.2
11.4
11.5

OPEN/AT&T:

1.6
6.2
6.3.1
6.9

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COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. BellSouth shall offer to AT&T collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment shall only apply when AT&T is occupying the collocation space as a sole occupant or as a Host, as defined below, pursuant to Section 3 of this Attachment 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment 4, BellSouth hereby grants to AT&T a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by AT&T and agreed to by BellSouth (hereinafter "Collocation Space"). "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by AT&T may contemplate a request for space sufficient to accommodate AT&T's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to AT&T requesting that AT&T release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in AT&T's collocation arrangement is not being utilized by the end of the second year from the date AT&T accepted the Collocation Space. AT&T, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-

utilized Collocation Space to BellSouth, in which case AT&T shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

1.3 Use of Space. AT&T shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating AT&T's equipment (to include testing and monitoring equipment) used or useful primarily to gain access to Network Elements and Combinations and secondarily to interconnect with BellSouth services and facilities, for the provision of telecommunications services. Pursuant to Section 5 of this Attachment 4, AT&T may at its option, place AT&T-owned or AT&T-leased entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, AT&T may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by AT&T pursuant to Section 5.6 of this Attachment 4. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.

1.5 Rates and charges. AT&T agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.6 **[Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.] [OPEN-AT&T]**

1.7 **DISAGREE**

AT&T PROPOSAL: In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, AT&T shall locate, in AT&T's wire center, equipment that enables AT&T to access BellSouth provided Network Elements at the DS0, DS1, DS3, OC3, OC12, OC48, STS-

1, STS-3c, and other rates that are established pursuant to the applicable industry standard technical references. AT&T's equipment located in the condo space shall be treated as collocated equipment in all respects including the right for AT&T to interconnect directly to other collocated CLECs in BellSouth's physical space. AT&T shall be responsible for the connection between AT&T wire center and BellSouth's facilities. Should AT&T elect to place a physical collocation arrangement in BellSouth's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation space in BellSouth's wire center without having to go off-premise.

BST PROPOSAL: ~~**In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, AT&T shall locate, in AT&T's wire center, equipment that enables AT&T to access BellSouth provided Network Elements at the DS0, DS1, DS3, OC3, OC12, OC48, STS-1, STS-3c, and other rates that are established pursuant to the applicable industry standard technical references. AT&T's equipment located in the condo space shall be treated as collocated equipment in all respects including the right for AT&T to interconnect directly to other collocated CLECs in BellSouth's physical space. AT&T shall be responsible for the connection between AT&T wire center and BellSouth's facilities. Should AT&T elect to place a physical collocation arrangement in BellSouth's wire center, AT&T shall be allowed to cable directly between the AT&T wire center in the condo building to the AT&T collocation space in BellSouth's wire center without having to go off-premise.**~~

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment 4, BellSouth will permit AT&T to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform AT&T of the amount of space that is

available. If no space is available, BellSouth will inform AT&T that virtual or adjacent collocation is an option at the requested Premises.

2.2 Reporting. Upon request from AT&T, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from AT&T must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises where applicable. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will respond in ten (10) calendar days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar-day response time, BellSouth shall notify AT&T and inform AT&T of the time frame under which it can respond.

2.3 Denial of Application. After notifying AT&T that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow AT&T, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the central office must be received by BellSouth within five (5) calendar days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the 10-day period.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) and the appropriate state and federal rules and regulations.

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will

notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. Upon request BellSouth will advise AT&T as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a central office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment 4.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow AT&T to collocate AT&T's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow AT&T to have direct access to its equipment and facilities but may require AT&T to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.5 of this Attachment 4. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1.1 of this Attachment 4 and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 of this Attachment 4.

3.1.1 Shared Cageless Collocation. AT&T may allow other telecommunications carriers to share AT&T's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1.1 and Section 3.3 of this Attachment. Notwithstanding the forgoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining

space of AT&T's cageless collocation arrangement requires AT&T's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the AT&T cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. AT&T shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.

3.2 Cages and Adjacent Arrangement Enclosures. At AT&T's option and upon request, BellSouth shall construct cages in compliance with AT&T's collocation request. At AT&T's request, BellSouth shall permit AT&T to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.2.1 When AT&T subcontracts the construction, AT&T must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at AT&T's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, AT&T and AT&T's BellSouth Certified Vendor must comply with local building code requirements. AT&T's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation, including architectural drawings, necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require AT&T to remove or correct at AT&T's cost any structure that does not meet these standards.

3.2.3 AT&T must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any

circumstances. Except in case of emergency, BellSouth will not access AT&T's locked enclosure prior to notifying AT&T. BellSouth shall notify AT&T in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse AT&T the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for AT&T to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. AT&T shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that AT&T shall immediately provide BellSouth with such new keys.

3.3 Shared Caged Collocation. AT&T may allow other telecommunications carriers to share AT&T's caged collocation arrangement pursuant to terms and conditions agreed to by AT&T ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and AT&T shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment 4.

3.3.1 AT&T shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to Network Elements.

3.3.2 AT&T shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of AT&T's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit AT&T to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit AT&T to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by AT&T itself. The Adjacent Arrangement shall be constructed or procured by AT&T and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further, AT&T shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit A.

3.4.1 Should AT&T elect such option, AT&T must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AT&T and AT&T's contractor must comply with local building code requirements. AT&T's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. AT&T's BellSouth Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.

3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 of this Attachment 4, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require AT&T, at AT&T's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 AT&T shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At AT&T's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 Where AT&T has elected to construct the adjacent enclosure itself, BellSouth shall deliver to AT&T the requested ground space thirty (30) days after BellSouth receives AT&T's Bona Fide Firm Order.

3.4.5 BellSouth shall allow other telecommunications carriers to share AT&T's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.3 above.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day AT&T's equipment becomes operational as described in Section 4.2 of this Attachment 4.

4.2 Occupancy. BellSouth will notify AT&T in writing that the Collocation Space is ready for occupancy. AT&T must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth's network within one hundred eighty (180) days after receipt of such notice. AT&T must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If AT&T fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request AT&T to return the space. AT&T is not required to return the space if, within that thirty (30) day period: (1) AT&T utilizes the space by placing equipment in the space; (2) AT&T provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) AT&T enters into a sharing relationship for its space pursuant to Section 3.4 of this Attachment 4. In the event that AT&T does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to AT&T

with respect to said Collocation Space. However, for good cause shown, AT&T may request and BellSouth will grant an extension of up to 30/60 days. Termination of AT&T's rights to the Collocation Space pursuant to this section shall not operate to release AT&T from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment 4 in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, AT&T's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2.1 If, after the initial installation of AT&T's equipment, the initial connections provided by BellSouth on BellSouth's side of the demarcation point do not allow AT&T's equipment to function in a manner that allows AT&T to provide telecommunications services to its end users, BellSouth will credit AT&T the floor space charges for the period of time that the AT&T equipment is not operational due to the faulty connections. Such credit will also include a pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with AT&T specifications.

4.2.2 Termination. Except where otherwise agreed to by the Parties, AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of AT&T's Collocation Space; provided, however, that AT&T shall continue payment of monthly fees to BellSouth until such date as AT&T has fully vacated the Collocation Space. Upon expiration of this Attachment, AT&T shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the AT&T except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, AT&T shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or for access to Network Elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to Network Elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, equipment being collocated to terminate basic transmission facilities pursuant to § 64.1401 and § 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, remote switching modules, and digital/optical cross-connect panels, and digital loop carrier. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of AT&T to use all the features, functions, and capabilities of equipment collocated including, but not limited to, switching and routing features and functions and enhanced services functionalities.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.

5.1.2 AT&T shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.3 AT&T shall place a plaque or other identification affixed to AT&T's equipment, cage or adjacent structure necessary to identify AT&T's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 BellSouth shall not impose any performance standards, except for safety, on AT&T equipment. These safety standards will not exceed

the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.

5.2 For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled transmission facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased transmission facilities and terminate those transmission facilities in its equipment located in its Collocation Space at BellSouth's Premises.

5.3 Entrance Facilities. AT&T may elect to place AT&T-owned or AT&T-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. AT&T will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If AT&T desires to place cable other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. AT&T will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the AT&T's equipment in the Collocation Space. AT&T must arrange for BellSouth to splice the entrance facility to AT&T–provided riser cable. In the event AT&T utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the AT&T/BellSouth Right-of-Way Attachment 8, incorporated herein by this reference, AT&T must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. AT&T is responsible for maintenance of the entrance cable.

5.3.1 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide AT&T with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with Attachment 8, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to AT&T's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is

not available due to lack of capacity, BellSouth will so state in the Application Response.

5.3.2 Shared Use. AT&T may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another AT&T collocation arrangement within the same Premises. AT&T must arrange for BellSouth to splice the entrance facility to AT&T–provided riser cable.

5.4 Splicing in the Entrance Manhole. Although not generally permitted, should AT&T request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to AT&T by BellSouth, AT&T shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.5 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between AT&T's equipment and/or network and BellSouth's network located as close as reasonably possible to AT&T's Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require AT&T to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth's network, if technically feasible. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. AT&T shall be responsible for providing, and AT&T's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. AT&T or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At AT&T's option, expense, and if

space permits, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point.

5.6 AT&T's Equipment and Facilities. AT&T, or if required by this Attachment, AT&T's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AT&T. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, AT&T shall obtain BellSouth's approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.

5.7 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, Network Elements, and facilities, AT&T may directly connect to other telecommunications service providers within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by AT&T or through BellSouth facilities designated by AT&T, at AT&T's option. Such connections to other carriers may be made using either copper, optical, coaxial or electrical facilities. AT&T may deploy such connections directly between its own facilities and the facilities of other carrier(s) without being routed through BellSouth equipment. AT&T may provide connection between the equipment in the Collocation Spaces via a cross-connection or other connecting transmission facility that meets the same reasonable safety requirements that BellSouth imposes on its own equipment. AT&T may make this connection to another collocating telecommunications carrier even if the equipment being connected is in the same room as BellSouth's equipment.

5.7.1 **DISAGREE**

AT&T PROPOSAL:

If AT&T requests a co-carrier cross-connect after the initial installation, AT&T must submit an application with a Subsequent Application Fee. AT&T must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the AT&T equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where AT&T's equipment and the

equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, AT&T will have the option to deploy the co-carrier cross connects between the sets of equipment. ~~**Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used.**~~ **When cable support structures do not exist and must be constructed, a non-recurring charge for the individual case will be assessed.**

BST PROPOSAL:

If AT&T requests a co-carrier cross-connect after the initial installation, AT&T must submit an application with a Subsequent Application Fee. AT&T must use a BellSouth Certified Vendor to place the co-carrier cross connect, except in cases where the AT&T equipment and the equipment of the other carrier are located within contiguous Collocation Spaces. In cases where AT&T's equipment and the equipment of the other telecommunications carrier are located in contiguous Collocation Spaces, AT&T will have the option to deploy the co-carrier cross connects between the sets of equipment. **Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed, a non-recurring charge for the individual case will be assessed.**

5.8 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to AT&T when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. AT&T may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that AT&T will not bear any of the expense associated with this work.

5.9 Access. Pursuant to Section 11 of this Attachment 4, AT&T shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. AT&T agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AT&T employees, contractors, other occupants of AT&T's Collocation Space, or agents after termination of

the employment relationship, contractual obligation with AT&T or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Agreement, BellSouth and AT&T shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.

5.9.1 Security Escort. A security escort will be required whenever AT&T or its agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed after Bona Fide Firm Order without charge to AT&T prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9.2 Lost or Stolen Access Keys. AT&T shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. AT&T will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), AT&T shall pay for all reasonable costs associated with the re-keying. AT&T must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date AT&T desires access to the Collocation Space.

5.9.3 AT&T authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.

5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by AT&T shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located in the Premises, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any

equipment or facilities of AT&T violates the provisions of this paragraph, BellSouth shall give written notice to AT&T, which notice shall direct AT&T to cure the violation within forty-eight (48) hours of AT&T's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If AT&T fails to take any action within 48 hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other telecommunications carrier located in the Premises, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to AT&T's equipment. BellSouth will endeavor, but is not required, to provide notice to AT&T prior to taking such action and shall have no liability to AT&T for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.1 AT&T will be responsible for notifying BellSouth of any significant outages of AT&T's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.

5.11 Personalty and its Removal. Subject to requirements of this Attachment, AT&T may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by AT&T in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by AT&T at any time. Any damage caused to the Collocation Space by AT&T's employees, agents or representatives during the removal of such property shall be promptly repaired by AT&T at its expense.

5.12 Alterations. In no case shall AT&T or any person acting on behalf of AT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall

not be unreasonably withheld. The cost of any such specialized alterations shall be paid by AT&T.

5.13 Janitorial Service. AT&T will not be responsible for costs associated with maintenance and upkeep of the building. AT&T shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Vendor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. AT&T shall submit an application document when AT&T or AT&T's Guest(s), as defined in Section 3.3 of this Attachment 4, desires to request or modify the use of the Collocation Space. BellSouth shall provide AT&T with a single point of contact for all inquiries regarding collocation.

6.1.1 Initial Application. For AT&T or AT&T's Guest(s) initial equipment placement, AT&T shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event AT&T or AT&T's Guest(s) desire to modify the use of the Collocation Space, AT&T shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by AT&T in the Bona Fide Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by AT&T for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the Subsequent

Application Fee shall be refunded to AT&T. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A to Attachment 4. In the event that the modification requires a capital expenditure by BellSouth, the Application Fee set forth in Exhibit A to Attachment 4 shall be assessed. In such event, the Subsequent Application Fee shall be considered a partial payment of the Application Fee, and the outstanding balance (Application Fee minus Subsequent Application Fee) shall be due from AT&T within thirty (30) calendar days following AT&T's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1 of this Attachment 4, BellSouth will include in its response whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. **[When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.] [OPEN-AT&T]**

6.3 Bona Fide Firm Order. AT&T shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires AT&T to complete the Bona Fide Application process described in Section 6.1 of this Attachment 4, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to AT&T's Bona Fide Application. If a

modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of AT&T or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate AT&T's Bona Fide Application as a result of changes requested by AT&T to CLEC's original Application, then BellSouth will charge AT&T a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require AT&T to resubmit the Application with an Application Fee.

6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of AT&T's Bona Fide Firm Order within **[seven (7)]** calendar days of receipt indicating that the Bona Fide Firm Order has been received. **[OPEN-AT&T]** A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.4 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard

or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and AT&T will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to AT&T during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. AT&T and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by AT&T. The acceptance walk through shall occur within 15 calendar days of BellSouth's notification to AT&T that the collocation space is ready for occupancy. BellSouth will correct any deviations to AT&T's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from AT&T's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, AT&T will execute a written document accepting the Collocation Space.

6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. AT&T shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, AT&T must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide AT&T with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing AT&T's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after

installation is complete, and notifying BellSouth's equipment engineers and AT&T upon successful completion of installation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify AT&T or any vendor proposed by AT&T when either satisfactorily completes BellSouth's certified vendor program.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and AT&T's equipment and facilities. Should AT&T elect to place alarms within its Collocation Space, AT&T shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AT&T's Collocation Space. Upon request, BellSouth will provide AT&T with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AT&T. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.

6.7 Power. BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for AT&T's Collocation Space within the Premises and shall make available AC power at AT&T's option for Adjacent Arrangement collocation. The power provided to AT&T by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of AT&T's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall

comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then AT&T has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where AT&T performs its own dedicated Power Plant Construction, upon termination of this Attachment AT&T shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

6.8 Basic Telephone Service. Upon request of AT&T, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.9 [Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. AT&T shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event AT&T opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to AT&T as prescribed in Section 7.5.] [OPEN-AT&T]

6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth Network Elements, AT&T may purchase Cross-Connects as set forth in Exhibit A, and AT&T may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment 4. In the event physical collocation space was previously denied at a location due to

technical reasons or space limitations, and that physical collocation space has subsequently become available, AT&T may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by AT&T, such information will be provided to AT&T in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to AT&T within 180 days of BellSouth's written denial of AT&T's request for physical collocation, and (ii) AT&T was not informed in the written denial that physical collocation space would become available within such 180 days, then AT&T may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. AT&T must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.11 Cancellation. If, at anytime, AT&T cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by AT&T which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by AT&T, AT&T will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum

amount AT&T would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.12 Licenses. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 BellSouth may begin billing AT&T for recurring charges for the Collocation Space on the date that AT&T executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment 4.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power AT&T's equipment. When the Collocation Space is enclosed, AT&T shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, AT&T shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event AT&T's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, AT&T shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for

occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner.

7.5 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to AT&T's equipment or space enclosure. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of AT&T's request to collocate in that central office ("Power Plant Construction"), AT&T shall pay its pro-rata share of costs associated with the Power Plant Construction. BellSouth will notify AT&T of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be prorated and shared among all telecommunications carriers that benefit from that construction. The proration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by AT&T in its physical collocation application. AT&T shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. AT&T shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction.

7.5.1 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A of this Attachment 4, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). AT&T will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

8.1 Insurance coverage shall be maintained pursuant to Section 21 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or AT&T), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of AT&T's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between AT&T's equipment and equipment of BellSouth. BellSouth may conduct an inspection if AT&T adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AT&T with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. If, as a result of the inspection by BellSouth, AT&T is found to be in non-compliance with the terms and conditions of this section, AT&T must modify its installation to achieve compliance.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 DISAGREE

AT&T PROPOSAL: Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

BELLSOUTH PROPOSAL: The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment 4, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

11.2 DISAGREE

AT&T PROPOSAL:

BellSouth may, at its option, adopt the following security measures in protecting its equipment and ensuring network reliability:

Installing security cameras or other monitoring systems; or

Requiring AT&T personnel to use badges with computerized tracking systems; or

Requiring AT&T employees to undergo the same level of security training, or its equivalent, that BellSouth's own employees, or third party contractors providing similar functions, must undergo; provided, however, that BellSouth may not require AT&T employees to receive such training from BellSouth itself, but must provide information to AT&T on the specific type of training required so AT&T employees can conduct their own training.

BST PROPOSAL:

AT&T will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AT&T employee or agent being considered for work on the BellSouth Premises, for the states/counties where the AT&T employee or agent has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.3 AT&T will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meeting criteria defined by BellSouth.

11.4 DISAGREE

AT&T PROPOSAL: ~~AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the even that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any~~

~~personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).~~

BST PROPOSAL: AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.5 DISAGREE

AT&T PROPOSAL: ~~**For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.**~~

BELLSOUTH PROPOSAL: For each AT&T employee or agent requiring access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to

BellSouth at that time. In the alternative, AT&T may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.6 At BellSouth's request, AT&T shall promptly remove from the BellSouth Premises any employee or agent of AT&T's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.

11.7 Notification to BellSouth. BST reserves the right to interview AT&T's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to AT&T's Security contact of such interview and arranges for AT&T's Security personnel to participate. AT&T and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AT&T's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill AT&T for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that AT&T's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill AT&T for BellSouth property which is stolen or damaged where an investigation determines the culpability of AT&T's employees, agents or contractors and where AT&T agrees, in good faith, with the results of such investigation. AT&T shall notify BellSouth in writing immediately in the event that AT&T discovers one of its employees or agents already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.

11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.

11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to AT&T, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of AT&T property located within BellSouth Premises including, but not limited to:

11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house AT&T equipment.

11.12.2 Insure that the area that houses AT&T's equipment is adequately secured and monitored to prevent unauthorized entry.

11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house AT&T equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.

11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house AT&T equipment or equipment enclosures.

11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house AT&T equipment or equipment enclosures.

11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of AT&T's Collocation Space, upon BellSouth discovery of such breach.

12. NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN THE BELLSOUTH PREMISES

12.1 BellSouth shall provide AT&T with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. BellSouth will inform AT&T by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, AT&T shall reimburse BellSouth for such costs. The ACAC (Access Carrier Advocacy Center) shall be the single point of contact on all matters pertaining to the following areas:

Equipment or Central Office Engineering
Outside Plant Engineering
Physical & Logical Security
Provisioning
Maintenance
Billing
Operations
Site and Building Managers
Environmental and Safety

13. DESTRUCTION OF COLLOCATION SPACE

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and

from further liability under the terms hereof. If a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AT&T may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If AT&T's acceleration of the project increases the cost of the project, then those additional charges will be incurred by AT&T. Where allowed and where practical, AT&T may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where a damaged Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of such damaged Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where AT&T has placed an Adjacent Arrangement pursuant to Section 3.4 of this Attachment 4, AT&T shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. EMINENT DOMAIN

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent

Arrangement shall be taken under eminent domain, BellSouth and AT&T shall each have the right to terminate this Attachment only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. RELOCATION OF AT&T'S EQUIPMENT

15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent AT&T from having to relocate its equipment during the term of this Agreement. If AT&T, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse AT&T for any and all costs reasonably associated with such relocation.

16. NONEXCLUSIVITY

16.1 AT&T understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis in accordance with the procedures established in this Attachment of obtaining Collocation Space.

BELLSOUTH/AT&T RATES – KENTUCKY
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,135.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	$112.11	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	$8.20	NA
PE1BD	Cable Installation	Per cable	NA	$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	$20.14	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.65	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.037	$33.67/$31.78
PE1P4	4-wire		$0.075	$33.66/$31.70
PE1P1	DS-1		$1.51	$52.97/$39.90
PE1P3	DS-3		$19.15	$52.04/$38.62
PE1F2	2-fiber		$3.80	$52.04/$38.63
PE1F4	4-fiber		$6.75	$64.59/$51.18

KENTUCKY (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$78.11	
PE1A1	New Access Card Activation	Per card	$.059	$55.59
PE1AA	Administrative change, existing card	Per card		$15.59
PE1AR	Replace lost or stolen card	Per card		$45.58
PE1AK	Initial Key	Per key	NA	$26.20
PE1AL	Replace lost or stolen key	Per key	NA	$26.20
PE1SR	Space Availability Report	Per premises requested		$2,151
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.86/$21.46
PE1OT	Overtime		NA	$44.10/$27.72
PE1PT	Premium Time		NA	$54.35/$33.97
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.83/$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and AT&T agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and AT&T shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. AT&T should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AT&T to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. AT&T will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AT&T space with proper notification. BellSouth reserves the right to stop any AT&T work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by AT&T are owned by AT&T. AT&T will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by AT&T or different hazardous materials used by AT&T at BellSouth Facility. AT&T must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by AT&T to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and AT&T will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and AT&T will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AT&T must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and AT&T shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, AT&T agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. AT&T further agrees to cooperate with BellSouth to ensure that AT&T's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by AT&T, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. **Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers
and
Number Portability

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Exhibit A, The Local Number Portability Ordering Guide for CLECs

Exhibit B, Rates for Service Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1 Non-Discriminatory Access to Telephone Numbers

1.1 During the term of this Agreement, AT&T shall contact NeuStar for the assignment of numbering resources. In order to be assigned a Central Office Code, AT&T will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by AT&T, BellSouth will provide AT&T with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. AT&T acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code ("CLLIC") and in such instances BellSouth may request that AT&T cancel all or a portion of its reservations of numbers. AT&T's consent to such request shall not be unreasonably withheld.

1.3 Further, upon AT&T request and for the purposes of the resale of BellSouth's telecommunications services by AT&T, BellSouth will reserve up to 100 telephone numbers per CLLIC, for AT&T's sole use. Such telephone number reservations shall be transmitted to AT&T via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. AT&T acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for AT&T's reasonable need in that particular CLLIC.

2 Permanent Number Portability

2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Permanent Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim

Service Provider Number Portability ("SPNP") is available pursuant to Section 3 of this Attachment 5.

2.2 BellSouth and AT&T will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs," Issue 1b, dated October 10, 1999, attached as Exhibit A to this Attachment 5.

2.2.1 BellSouth and AT&T will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

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

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

2.2.4 BellSouth will provide ordering support for AT&T's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 15, incorporated herein by this reference. Ordering and provisioning support required by AT&T outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, AT&T may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to AT&T 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

2.2.5 AT&T will provide ordering support for BellSouth's PNP requests Monday through Friday, 8:00 a.m. until 5:00 p.m. MST.

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

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

2.4 AT&T may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

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

2.6 **LRN-LNP employs an "N-1" Query Methodology**

2.6.1 For interlata or intralata toll calls the originating carrier will pass the call to the appropriate toll carrier who will perform the LNP query. In this situation, the toll carrier is the N-1 carrier.

2.6.2 For a local call to a ported number, BellSouth or AT&T, as the originating carrier, will be the N-1 carrier. The N-1 carrier will perform an external database query and pass the call to the appropriate terminating carrier.

2.6.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, neither Party will charge a query charge to the other Party when the other Party is the N-1 carrier.

2.6.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.

2.6.5 On calls originating from a Party's network, the Party will populate, in the SS7 Initial Address Message, if technically feasible, the Jurisdiction Information Parameter ("JIP") with the first six digits of the ten digit Location Routing Number ("LRN") in accordance with the applicable industry technical standards.

2.7 **SMS Administration**

2.7.1 AT&T and BellSouth will adhere to the Number Portability Administration Center ("NPAC") Service Management System ("SMS") Functional Requirements Specification ("FRS") as described in the NANC-FRS-Number Portability Administration Center–SMS, Version 1.1, dated May 5, 1997, as required in FCC Order No. 97-289, released August 18, 1997, or as further required by the FCC in future proceedings.

2.8 **Project Management Guidelines for PNP**

2.8.1 BellSouth will project manage a PNP order from AT&T if it meets one or more of the following criteria:

- 51 + telephone numbers on basic service;
- 15 + loops;
- telephone numbers associated with a complex class of service.

2.8.2 As used herein, the term "Project Manage" means that the Parties shall negotiate implementation details, including but not limited to, due dates, cut-over intervals and times, coordination of technical resources and completion notices.

2.9 **Excluded Numbers**

2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

2.10 **Mass Calling Numbers/Choke Networks**

2.10.1 Mass Call Numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX's associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively with each other to direct calls to the mass calling network using arrangements that are economical and efficient for both Parties.

2.11 **Operator Services, Line Information Database ("LIDB") and Directory Assistance**

2.11.1 If Operator Services, LIDB and Directory Assistance services are provided pursuant to this Agreement, they shall also apply when PNP is in place.

2.12 If Integrated Services Digital Network User Part ("ISUP") signaling is used, BellSouth and AT&T shall provide, if technically feasible, the Jurisdiction Information Parameter ("JIP") in the SS7 Initial Address Message ("IAM") in accordance with applicable industry standard technical references.

2.13 **Porting of PNP DID Block Numbers**

BellSouth and AT&T shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. BellSouth and AT&T shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

3 **Service Provider Number Portability**

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available on a per telephone number basis through either remote call forwarding ("SPNP-RCF"), LERG reassignments (SPNP-LERG), direct inward dialing trunks (SPNP-DID), or route indexing (SPNP-RI) at the election of the Party requesting SPNP.

4 **SPNP Implementation**

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

change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis.

4.3 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls an individual end user account level. The billable detail will be delivered to the requesting Party pursuant to the terms and conditions contained within Attachment 6, incorporated herein by this reference.

4.4 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.5 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to

disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

4.6 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.9 If SPNP is deployed by either Party and prior to conversion to PNP:

4.9.1 If requested by either Party, the other Party shall provide Emergency Interrupt ("EI") trunks to the requesting Party's End Office for Busy Line Verification/Busy Line Interrupt ("BLV/BLI") call requests for lines that terminate at the requesting Party's End Office;

4.9.2 When a BLV/BLI request for a ported number is directed to one Party's operator and the query is not successful (i.e., the request yields an

abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator;

4.9.3 BellSouth shall remove from its LIDB all existing BellSouth issued Telephone Line Number ("TLN")-based card numbers when a customer ports its number to the AT&T;

4.9.4 Where BellSouth has control of directory listings and/or directory assistance for NXX codes containing ported numbers, BellSouth shall process the requests for directory listings and Directory Assistance entries as specified by AT&T on the appropriate service request.

4.9.5 AT&T shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under SPNP, the Parties agree that all ported numbers will remain in the Public Service Answering Points ("PSAP") routing databases. When remote call forwarding ("RCF") is used, both the ported numbers and shadow numbers for a Party's ported subscribers shall be stored in PSAP databases. Either Party shall have the right to verify the accuracy of the information in the PSAP databases.

4.9.6 Cut-over intervals for SPNP provided to AT&T end users will be at parity with the intervals experienced by BellSouth end users, BellSouth itself, or any other CLEC, in accordance with the Performance Measurements in Attachment 9, incorporated herein by this reference.

4.10 SPNP-RCF, as contemplated by this Attachment 5, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by AT&T or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths are available and rates are set forth in Exhibit B.

4.11 SPNP-DID service, as contemplated by this Attachment 5, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching

equipment and must be provided on all trunks in a group arranged for inward service.

4.11.1 A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method.

4.11.2 SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes.

4.11.3 Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities.

4.11.4 SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped.

4.11.5 Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.

4.11.6 Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

4.11.7 Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.11.8 BellSouth and AT&T shall offer number portability to customers for any portion of existing DID block without being required to port the entire block of DID numbers. BellSouth and AT&T shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of

DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

4.11.9 SPNP-DID is available from BellSouth on a per DS1 or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable rates are set forth in Exhibit A to this Attachment 5.

4.12 **Route Indexing**

4.12.1 Route Indexing ("RI") may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI").

4.12.2 RI-PH will route a dialed call to the first Party's (Party A's) switch associated with the NXX of the dialed number. Party A's switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the other Party (Party B) as the local service provider. The prefixed dialed number is transmitted to Party A's tandem switch to which the Party B is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Party B's switch so the routing of the call can be completed by Party B.

4.12.3 DN-RI is a form of RI-PH that requires direct trunking from BellSouth's switch where the ported number was originally assigned to the AT&T switch where the number has been ported. The BellSouth switch shall send without a prefix the originally dialed number to AT&T's switch.

4.12.4 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as the other Party designates. Where technically feasible, AT&T may designate both methods so that calls to ported numbers are first directed to AT&T's switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

4.12.5 For both RI-PH and DN-RI the trunks used may, at AT&T's option, be the same as those used for exchange of other local traffic with the other Party if technically feasible. At either Party's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

5 LERG Reassignment

5.1 BellSouth and AT&T will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment.

Both parties will work cooperatively to coordinate and complete the transfer prior to the date on which LERG changes become effective using processes and intervals agreed to by both Parties.

6 Rates

6.1 Rates for SPNP are set out in Exhibit B to this Attachment 5, incorporated herein by this reference. If no rate is identified in this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

6.2 Rates for the interfaces to access Operations Support Systems functions shall be as set forth in Exhibit A of Attachment 2, incorporated herein by this reference.

7 Transition to Permanent Number Portability

7.1 Once PNP is implemented in an end office , with advance written notice, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

Attachment 5
Exhibit A

Customer Guide
CG-LNCL-001
Issue 1b, October 1999

Local Number Portability Ordering Guide for CLECs

Network & Carrier Services

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October 1999

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Introduction

Purpose

This document contains information on Local Number Portability for CLECs interested in ordering this service from BellSouth. The Guide is intended to increase the CLEC's understanding of LNP Order Process at BellSouth; to provide guidelines for LSR completion; and to offer information on critical success factors for LSR submission.

This guide is intended to be used as a supplement to, not a replacement for, the **BellSouth Ordering Guide for CLECs** and the **LEO Implementation Guide**, which are available on-line through the BellSouth Interconnection website at: **http://www.interconnection.bellsouth.com/guides/guides.html**

Information resources reviewed for this guide include, but are not limited to:

- BellSouth CLEC Interconnections Web Site
- BellSouth Interconnection Services Ordering Guide for CLECs
- BellSouth LNP Documentation
- North American Numbering Council (NANC) Architecture and Administrative Plan for Local Number Portability
- North American Numbering Council (NANC) Inter-Service Provider LNP Operations Flows
- www.fcc.gov
- www.npac.com/home.htm
- www.ported.com

Version Information

Table A Revision History

Chapter	Action Request #	Date/Issue	Description
Various	N/A	October 1999/ 1b	General Revision
Various	N / A	April 2, 1999 / 1a	General Revisions
All	N / A	March, 1999 / 1	First Issue

1. Introduction to Local Number Portability

1.1 Description of LNP

Local Service Provider Portability

Local Number Portability (LNP) is a part of local competition that provides end users with the ability to retain their phone numbers when they change their Local Service Provider.

Phase	Description
Local Service Provider (SPP)	Allows customers to keep their current telephone number(s) if they chose to switch from their current Local Service Provider to another.

The Telecommunications Act of 1996 requires BellSouth to provide a mechanism for customers to retain their current telephone numbers when they change their Local Service Provider.

Orders of the FCC pursuant to the Telecommunications Act of 1996 provide deadlines for implementing Local Service Provider Portability (SPP) in the top 100 metropolitan areas in the United States. The BellSouth territory includes 21 of the top 100 metropolitan areas. To learn more about BellSouth's implementation schedule plan , please visit us at:

Note: http://g8058183.ga.bst.bls.com/ibu/files/infra_lnp/LNP/LNPtrack.xls

1.2 Network Provisioning for Local Number Portability

Interim Number Portability (INP) is a temporary solution for porting numbers which involves two telephone numbers to route calls to the serving wire center using one of the following methods:

- Remote Call Forwarding
- Direct Inward Dialing
- Route Index Hubbing

Local Number Portability (LNP) is the long range solution for Service Provider Portability (SPP) and includes the following characteristics:

- uses only one telephone number.
- requires significant network architecture hardware and software upgrades.
- uses the Advanced Intelligent Network (AIN).
- requires new routing methodology to send calls to the wire center of the company currently providing the local service.

Note: All calls to a port eligible NPA NXX will route using the AIN to look up the correct routing information (LRN) for the telephone number.

The **LNP Gateway (LNP GW)** is a major link in the LNP process for BellSouth since it provides both internal and external communications with various interfaces and processes, including:

- linking BellSouth to the Number Portability Administration Center (NPAC).
- allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.
- providing interface between NPAC and AIN SMS for LNP routing processes.

The **Number Portability Administration Center (NPAC)** is a neutral third party organization that oversees the porting of telephone numbers for Local Number Portability. The NPAC maintains and communicates LNP-related data including

- Old Service Provider ID (OCN)
- New Service Provider ID (OCN)
- Local Routing Number (LRN)
- Due Dates
- CLASS-DPC
- CLASS-SSN
- LIDB-DPC
- LIDB-SSN
- CNAM-DPC
- CNAM-SSN
- ISVM-DPC
- ISVM-SSN

The BellSouth LNP Gateway must communicate with the NPAC as to whether numbers are porting out or porting in. The messages sent to and from the NPAC are called Subscription Versions (SVs). Subscription Versions are the messages that flow through the NPAC to provide information for routing calls to ported numbers. The SV can only contain one telephone number (TN), which means that one LSR may have many TNs and SVs associated with it.

LSRs for INP

LSRs requesting Interim Number Portability (INP) will not be accepted with due dates by BellSouth after the completion for each phase. If the due date is between ready to port and completion date, the CLEC may request INP or LNP.

1.3 LNP Order Status

Online Order Status Information For Faxed LSR's

CLEC PON Status Reports for faxed LNP LSRs are now available via BellSouth's website at **https://clec.bellsouth.com**. This report is located in the same location as your company's measurement reports. The information can be found as report number 00 (PON Report) on the CLEC reports page.

The report will provide status for all orders tracked into BellSouth's Local Order Number (LON) systems for the most recent 31 days. The report is CLEC specific. This will answer the majority of questions CLECs have about orders that have been submitted.

Each CLEC will be required to have a specific login and password to access these reports. The application for this report is also found on the web. Once the form is completed, it should be sent to the account team for processing.

EDI/TAG POS and CN

Users submitting LSR's through EDI or TAG receive Pending Order Statuses (POS) and Jeopardy Notifications back through the return path for these systems. Completion notification (CN) is sent when all service orders associated with the LSR are complete.

2. LNP Order Process Flows

2.1 High Level LNP Order Process Flow and Narrative

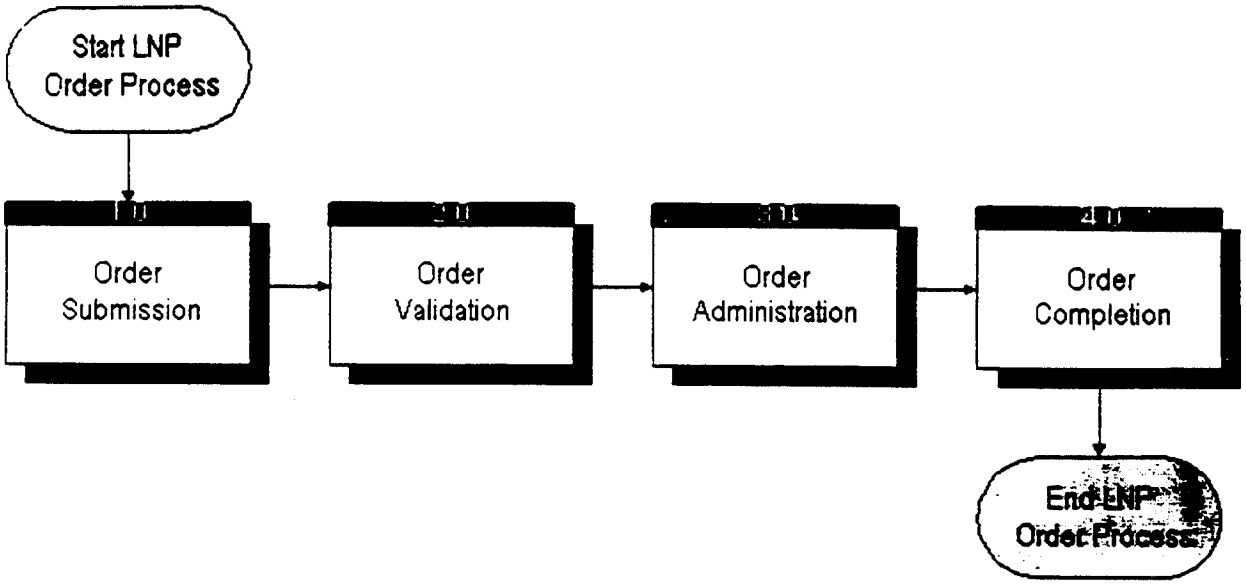


Figure 1 High Level LNP Order Process Flow

Step	Action
1.0 Order Submission:	CLEC sends LNP LSR to BellSouth LCSC via fax, EDI, or TAG.
2.0 Order Validation:	BellSouth validates CLEC LSR for errors, and requests clarification when necessary.

Step	Action
3.0 Order Administration:	BellSouth sends FOC to CLEC if clarification is not needed. CLEC receives FOC and immediately sends Create SV to NPAC. BellSouth then sends Concur SV to NPAC. The CLEC sends the Activate SV to NPAC on the Due Date, porting the number.
4.0 Order Completion:	BellSouth completes the Disconnect order and sends E911 Unlock message to SCC. CLEC sends E911 Migrate message to SCC.

2.2 Detailed LNP Order Process Flow and Narrative

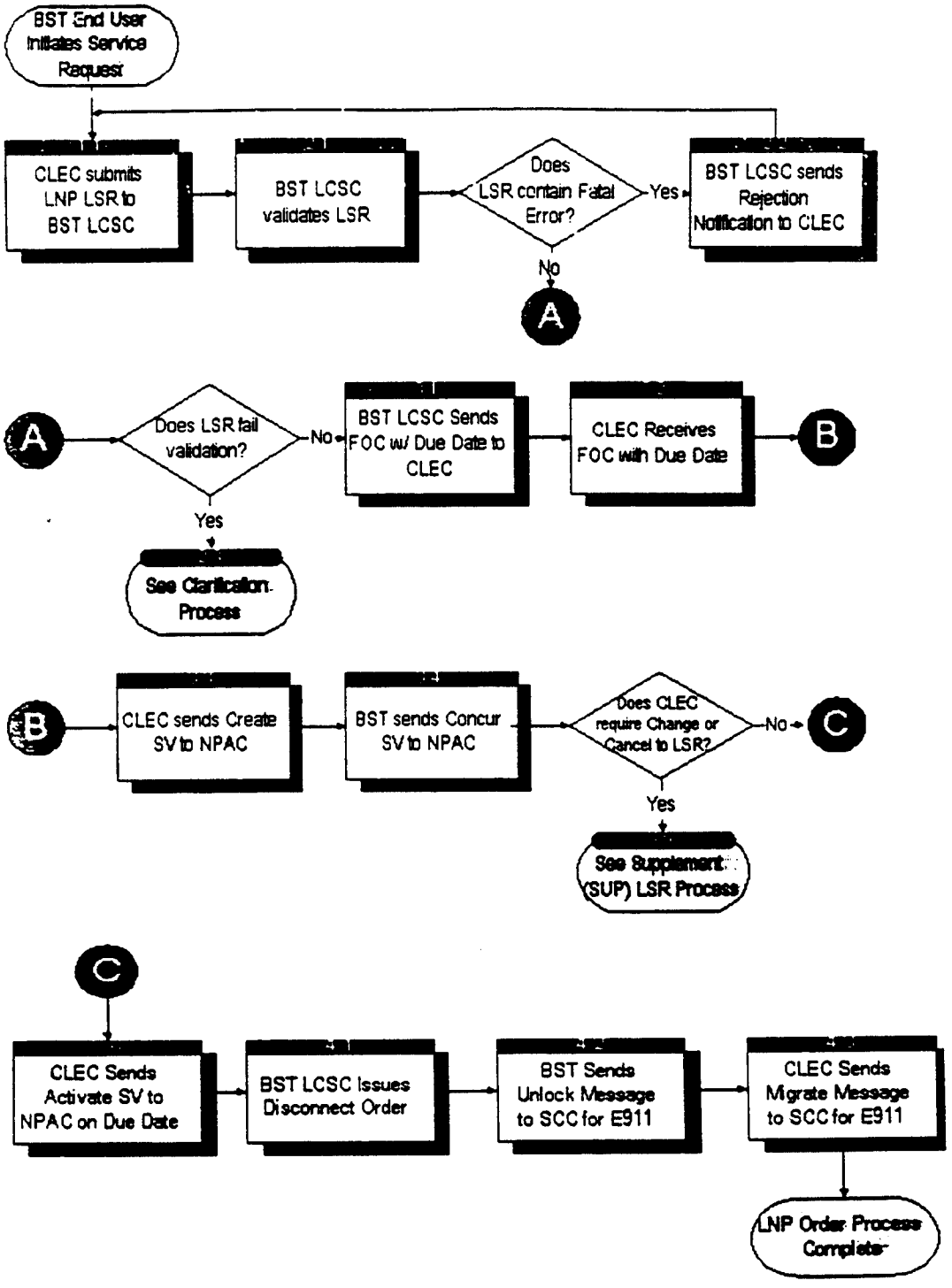


Figure 2 Detailed LNP Order Process Flow

2.2.1 LNP Order Process - Port Out and Port Out with Loop

1.0 Order Submission

1.1

Step	Action
Process Step	**CLEC sends LNP LSR to BST LCSC via fax, EDI or TAG**
Predecessor	Bell South End User initiates LNP Request with CLEC
Input	End-user CSR; BellSouth Ordering Guide for CLECs; order forms; BellSouth Standard Interval information; BellSouth LNP Ordering Checklist (Section 8.0 of BellSouth LNP Ordering Guide for CLECs)
Output	BellSouth LCSC receives paper copy LSR via fax server OR digital LSR for EDI or TAG orders
Key Interface	Fax; EDI; TAG
Notes	LSR format defined by OBF

2.0 Order Validation

2.1

Step	Action
Process Step	**BST LCSC validates LSR**
Predecessor	CLEC submission of LSR
Input	CLEC LSR
Output	Validated LSR

Step	Action
Key Interface	BellSouth LNP-Gateway
Notes	CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of customer record information, address, etc.
Decision Point	

Step	Action
Process Step	**Does LSR contain Fatal Error*?**
If YES:	Proceed to 2.2 "BST LCSC sends Rejection Notification to CLEC"
If NO:	Proceed to Decision Point "Does LSR fail validation?"
Notes	*Fatal Reject errors include missing required fields, duplicate PON, and invalid entries.
2.2	

Step	Action
Process Step	**BST LCSC sends Rejection Notification to CLEC**
Predecessor	CLEC LNP LSR contains fatal errors (e.g., missing fields, duplicate PON, invalid entries)
Input	Rejected LSR
Output	Notification of fatal errors sent to CLEC
Key Interface	Fax, EDI, TAG, BellSouth LNP-Gateway
Notes	Fatal reject notices for EDI or TAG orders will be transmitted electronically via EDI or TAG. Fatal reject notices for faxed orders will be transmitted via fax.

Decision Point

Step	Action
Process Step	**Does LSR fail validation?**
If YES:	Proceed to 2.3 "Clarification Process"
If NO:	Proceed to 3.1 "BellSouth LCSC Sends FOC with Due Date to CLEC"

2.3
See Clarification Process

3.0 Order Administration

3.1

Step	Action
Process Step	**BST LCSC Sends FOC with Due Date to CLEC**
Predecessor	CLEC LSR passes BellSouth LNP Gateway validation.
Input	Valid LSR
Output	FOC is sent to CLEC via EDI, TAG, or fax; BellSouth LCSC issues 10 digit trigger order if applicable
Key Interface	EDI; TAG; fax; BellSouth LNP Gateway
Notes	"Trigger" may not be applicable for all types of service. See Local Number Portability Rules in section 4.0 for more details.

3.2

Step	Action
Process Step	**CLEC receives FOC with Due Date**
Predecessor	BellSouth LCSC sends CLEC FOC via fax, EDI, or TAG
Input	Valid LSR with FOC
Output	CLEC receives FOC with Due Date
Key Interface	Fax; EDI; TAG

3.3

Step	Action
Process Step	**CLEC sends Create SV to NPAC with Due Date on FOC and Time set to 00:00**
Predecessor	FOC received by CLEC
Input	FOC with Due Date sent by BellSouth LCSC
Output	NPAC notifies BellSouth LCSC that CLEC has sent Create SV
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	SV - Subscription Version BellSouth will place SVs in Conflict if CLEC sends the Create SV to NPAC prior to CLEC receiving FOC from BellSouth.

3.4

Step	Action
Process Step	**BST LCSC sends Concur SV to NPAC with Due Date on FOC and Time set to 00:00**
Predecessor	BellSouth receives notification of Create SV from NPAC
Input	Create SV sent by CLEC to NPAC
Output	NPAC notifies CLEC that Concur SV has been sent by BellSouth
Key Interface	NPAC - Service Order Administration (SOA); BellSouth LNP Gateway
Notes	BellSouth LCSC has 18 hours after Create SV to send Concur SV to NPAC.

Decision Point

Step	Action
Process Step	**Does CLEC require Change* or Cancel to Original LSR?**
If YES:	Proceed to 3.5 "Supplement (SUP) LSR Process"
If NO:	Proceed to 3.6 "CLEC sends Activate SV to NPAC with Due Date on FOC"
Notes	*Change to original LSR includes: Due Date change; Add/Remove TNs

3.5
See Supplement (SUP) LSR Process

3.6

Step	Action
Process Step	**CLEC Sends Activate SV to NPAC on Due Date on FOC**
Predecessor	BellSouth LCSC sends Concur SV to NPAC
Input	CLEC receives Concur SV from NPAC
Output	NPAC receives Activate SV from CLEC on Due Date on FOC
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	BellSouth is no longer responsible for customer after CLEC sends Activate SV to port the number. Activate SV should be sent for all telephone numbers on the LSR.

4.0 Order Completion

4.1

Step	Action
Process Step	**BST LCSC Issues Disconnect Order**
Predecessor	CLEC sends Activate SV to port number.
Input	NPAC notification of CLEC Activate SV sent to BellSouth
Output	Disconnect service orders issued by BellSouth LCSC

Step	Action
Key Interface	NPAC - Service Management System (SMS); BellSouth LNP Gateway
Notes	Following this point, questions regarding maintenance & repair should go to the UNE Center. LCSC will not issue disconnect until the Activate SV is received for all telephone numbers on LSR.

4.2

Step	Action
Process Step	**BST sends Unlock Message to SCC for E911**
Predecessor	BellSouth completes Disconnect service order
Input	Disconnect service order
Output	SCC receives BellSouth's Unlock message
Key Interface	SCC
Notes	BellSouth will not send the Unlock message to SCC before the Disconnect service order is complete. BellSouth will not send the Unlock message for E911 until Activate SV is received for all telephone numbers on LSR.

4.3

Step	Action
Process Step	**CLEC Sends Migrate Message to SCC for E911**
Predecessor	BellSouth Unlock message has been received by E911 SCC
Input	BellSouth Unlock message

Step	Action
Output	E911 record locked
Key Interface	SCC
Notes	If CLEC Migrate (Lock) message makes it to SCC before BellSouth's Unlock Message, then the CLEC message goes on an error report. BellSouth will not send Unlock message to SCC until CLEC has sent Activate SVs to NPAC forall telephone numbers on LSR.

3. LNP Clarification and Supplement (SUP) LSR Process Flows

3.1 Detailed LNP Clarification Process Flow and Narrative

Clarifications

Any LSR will be returned to the CLEC for clarification when BellSouth is not able to issue the orders requested due to:

- incomplete information
- incorrect information
- conflicting information

For faxed requests, clarifications will be sent via fax. Clarifications for EDI or TAG orders are sent via EDI or TAG. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR. (SUP)* If no response is received, the LSR will be canceled on the eleventh day. If canceled by BellSouth, a new LSR (PON) must be submitted.

Note: * SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

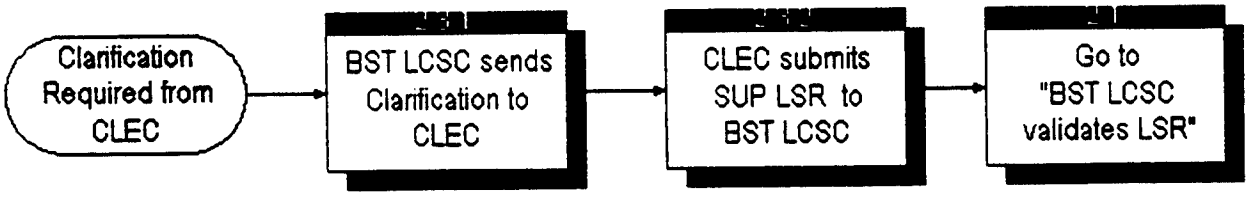


Figure 3 Detailed LNP Clarification Process Flow

3.1.1 Clarification Process

2.3.1

Step	Action
Process Step	**BST LCSC sends Clarification to CLEC via Fax, EDI, or TAG**
Predecessor	LSR falls out of BellSouth LNP-Gateway and requires clarification

Step	Action
Input	LSR rejected by BellSouth LNP-Gateway for clarification
Output	Clarification sent to CLEC via fax, EDI, or TAG
Key Interface	Fax; EDI; TAG

2.3.2

Step	Action
Process Step	**CLEC submits SUP LSR via fax, EDI, or TAG to BST LCSC**
Predecessor	LSR falls out of LNP-Gateway and requires clarification
Input	Clarification sent by LCSC via fax, EDI, or TAG to CLEC
Output	SUP LSR sent to LCSC
Key Interface	Fax; EDI; TAG
Notes	SUP must be sent via the same channel (EDI, TAG or fax) as the original LSR.

2.1
Go to "BST LCSC validates LSR"

3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative

Supplement (SUP) LSR

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,

- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

If a CLEC is changing the original LSR, a SUP LSR must be filed with BellSouth prior to any contact with NPAC.

Note: SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

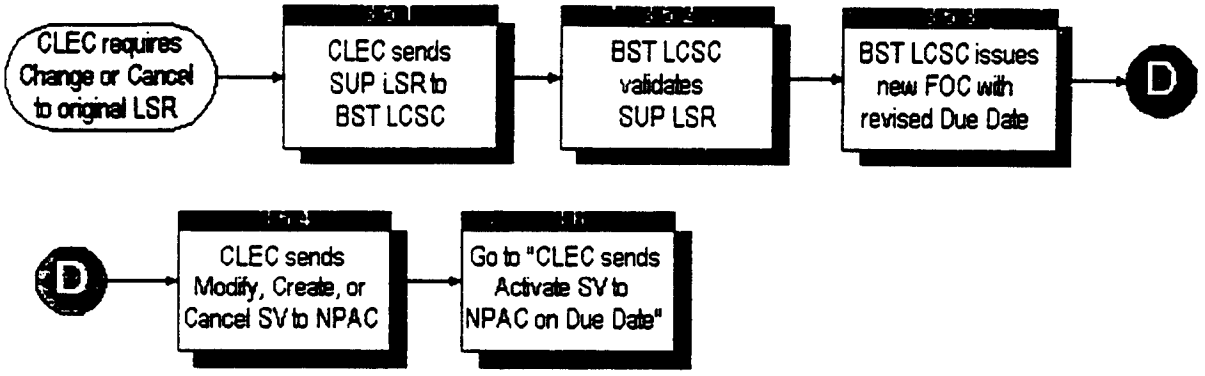


Figure 4 Detailed Supplement (SUP) LSR Process Flow

3.2.1 Supplement (SUP) LSR Change Process

3.5.1

Step	Action
Process Step	**CLEC sends SUP LSR to BST LCSC**
Predecessor	Create and Concur SV received by NPAC for original LSR
Input	Original FOC and LSR; SUP LSR
Output	BST LCSC receives SUP LSR via fax, EDI, or TAG

Step	Action
Key Interface	EDI; TAG; Fax
Notes	SUP LSR must be sent to BellSouth LCSC and revised FOC received by CLEC prior to CLEC sending Modify SV to NPAC. CLEC must complete SUP field and VER field on LSR form.

3.5.2

Step	Action
Process Step	**BST LCSC validates SUP LSR**
Predecessor	CLEC submission of SUP LSR
Input	CLEC SUP LSR
Output	Validated SUP LSR; BellSouth updates internal records with supplemental information on LSR
Key Interface	BellSouth LNP-Gateway

3.5.3

Step	Action
Process Step	
Predecessor	BellSouth receives and validates SUP LSR from CLEC
Input	SUP LSR; original LSR and FOC
Output	BellSouth LCSC updates internal records with new Due Date; new FOC sent to CLEC via fax, EDI, or TAG

Step	Action
Key Interface	BST LNP-Gateway; EDI; TAG; fax
Notes	CLEC must receive FOC prior to sending Modify SV to NPAC Revised Due Date on FOC will be based on the receipt of SUP LSR and the BST Standard Intervals.

3.4

Step	Action
Process Step	**CLEC sends Modify, Create or Cancel SV to NPAC**
Predecessor	CLEC receives revised FOC with new Due Date
Input	SUP LSR; Revised FOC with new Due Date
Output	NPAC receives Modify, Create, or Cancel SV
Key Interface	NPAC - Service Order Administration (SOA)
Notes	If changing the Due Date on LSR, CLEC sends a Modify SV If removing TNs to port from original LSR, CLEC sends a Cancel SV for each TN. If adding TNs for porting, CLEC sends Create SVs for each new TN on the SUP LSR. If canceling the original LSR, CLEC sends Cancel SV to NPAC.

3.6
Go to "CLEC Sends Activate SV to NPAC on Due Date"

4. Requirements for LNP Ordering

4.1 Requirements for LNP Ordering

A telephone number may port out when all of the following are true:

- NPA NXX is portable.
- telephone number is a working number or end user is paying to reserve the number.
- end user name on the LSR matches the BellSouth customer record.
- end user address on the LSR is in the same Toll Message Rate Center (TMRC) as the address on the BellSouth customer record.
- number is associated with a line type that is portable. (Refer to Local Number Portability Rules - Section 4.2 below to determine if service type is portable and if a trigger order is necessary)

The responsibilities for porting out telephone numbers are described in the following table.

Table B The responsibilities for porting out telephone numbers are described in the following table

Work Group	Responsibilities
CLEC	• Send LSR to BellSouth to request number(s) to be ported. • Receives FOC before sending SVs to NPAC. • Provide service to end user. • Notify the NPAC when ready to port the number. • Update E911 information. • Send SUP LSR to change Due Date, Cancel LSR, or modify TN on LSR.
LCSC	• Process LSR and FOC for port out requests. • Issue trigger/port out/listing/loop service orders. • Send and receive NPAC messages.
UNE Center	• Coordinate port out with loop orders with CLEC as needed. • Complete port out with loop orders as needed. **Note:** UNE Center is involved in provisioning only if loop is requested.

4.2 Local Number Portability Rules

The following table may be used to determine if the service type is portable and if a trigger order is required. The existing service or line type is for reference only because the service is not portable. Only the number is ported.

Table C Local Number Portability Rules

Service / Line Type	Portable - w/ LRN	Trigger	Notes
AdWatch	Y	N	The number will no longer work for AdWatch once it is Ported.
Choke Codes	N		Does not involve LRN

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Denied for Non-Pay	Y	N	
DID (Block of 20)	Y	N	To Port a portion of a range will require special assembly.
ESSX / MultiServ	Y	Y	If lines are in a hunting arrangement, see hunting Lines below.
FX / FCO	Y	Y	The number can be ported within the same Toll Message Rate Center (TMRC). The BST designed circuit will be disconnected and the new service provider must establish the service.
Hunting Lines	Y	Y	If not all of the numbers in the hunt group are porting, the numbers porting must be removed from the hunt group the day before the port due date. CLEC can determine Frame Due Time or use BST default of 9:00 PM day before Port.
ISDN	Y	Y	
N11	N		
Out dial trunks	Y	N	
Party Line	Y	N	The number may be ported without loop. The BST service must be disconnected
Remote Call Forwarding / Interim Number Portability	Y	N	
Reserved numbers	Y	N	Only numbers reserved with chargeable USOCs may be ported
RingMaster	Y	N	
Sub-Let	Y	Y	
Surrogate Client Number	Y	N	
Suspend for season	Y	N	
Uniserve	N		

- continued -

Table C Local Number Portability Rules (continued)

Service / Line Type	Portable - w/ LRN	Trigger	Notes
Warm Line	N		
ZipCONNECT	N		

4.3 Required Forms

Required Forms for Port Out

The CLEC submits the following forms to the LCSC to request telephone numbers to Port Out:

- Local Service Request (LSR)
- End User (EU)
- Number Portability (NP) or Loop Service with Number Portability (LSNP)

Conditional Forms for Porting Out

- Directory Listing Request (DLR)

If listings are required, the Directory Listing Request (DLR) will be needed unless the ACT code is **W** . The **W** ACT code is a switch as is for listings and directory delivery requirements. This activity code is only valid when porting out all numbers on an account. Without a **W** ACT code on a full port, all listings are deleted unless the CLEC submits a DLR.

LNP Order Form Matrix

Table D LNP Order Form Matrix

When Ordering:	These Forms Are:				
	LSR	EU	NP	LSNP	DLR
Number Portability	R	R	R	P	C*
Loop Service with Number Portability	R	R	P	R	C*

Form Names:	Form Requirements:
LSR = Local Service Request Form	R=Required
EU = End User Form	P=Prohibited
NP = Number Portability Form	C=Conditional

- continued -

LSNP = Loop Service with Number Portability Form	O=Optional
DLR = Directory Listing Request Form	

* If all the telephone numbers for the Account are converting (Full Migration) and no change is being made to the listing, the DLR is not required. (This requires an ACT code of W.) However, if only a portion of the lines on the account are converting (Partial Migration), the DLR should be submitted to request listings. A DLR is **not required** when associated with LNP (Local Number Portability), even for partial migration. However, directory listings or directory delivery will not be established without a DLR.

Required Forms for SUPs

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,
- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

Use the **LNP Order Matrix Form** above to determine which order forms must be used.

A supplemental change LSR (SUP) should contain complete information and will supersede the original LSR. The SUP must reflect the same PON and CC from the original request. It must also have a higher version number in the VER field. The SUP field must be populated with:

- (1) to Cancel. (Prohibited if CLEC has sent Activate SV to NPAC for any numbers on the LSR)
- (2) for Desired Due Date changes. The new date is specified in the DDD field. If the request is to establish a due date less than the standard interval (from the date the SUP is sent), the EXP field must also be populated.
- (3) for other types of changes. This includes adding or removing porting numbers. Also includes requests for a change in desired due date in conjunction with other changes to a pending order. The standard interval should be used to establish a new due date when adding or removing ported numbers.

EDI, TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:

- EDI all SUPs for the PON must be sent through EDI.
- Fax all SUPs for the PON must be faxed.
- TAG all SUPs for the PON must be sent through TAG.

4.4 Minimum Required Fields for Faxed LNP Orders

Minimal Required Fields on the Faxed LSR for LNP

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

4.4.1 LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop)

Field Abbreviation	Field Name	Explanation
CCNA	Customer Carrier Name Abbreviation	Refer to CLEC Order Guide 9.1.2.1 **Note:** Required for orders with loop.
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.1.2.2 **Note:** Every new request requires a unique PON number. **Note:** When issuing a SUP, the same PON number on the original LSR should be used; however, the (VER) must be different.
VER	Version Identification	Refer to CLEC Ordering Guide 9.1.2.3 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, the CLEC must populate this field to uniquely distinguish this LSR from any other version. **Note:** If VER is entered, CLEC must also complete SUP field.
SC	Service Center	Refer to CLEC Ordering Guide 9.1.2.7
PG__OF__	Page number / Total pages	Refer to CLEC Ordering Guide 9.1.2.8
D / TSENT	Date and Time Sent	Refer to CLEC Ordering Guide 9.1.2.9

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Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
DDD	Desired Due Date	Refer to CLEC ordering guide 9.1.2.10 **Note:** Reference BST Standard Intervals for LNP when completing this field.
DFDT	Desired Frame Due Time	Refer to CLEC Ordering guide 9.1.2.14
REQTYP	Requisition Type and Status	Refer to CLEC Ordering Guide 9.1.2.17 **Note:** LNP with loop, will always be **BB.** LNP without loop, will always be **CB**
ACT	Activity	Refer to CLEC Ordering Guide 9.1.2.18. **Note:** Will be **V** to indicate conversion to another local service provider or **C** for INP to LNP conversion or **W** for Conversion Listing as Is (LNP Full Migrations Only)
SUP	Supplement Type	Refer to CLEC Ordering Guide 9.1.2.19 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this field must be populated.
CC	Company Code	Refer to CLEC Ordering Guide 9.1.2.23 **Note:** This code must be the code used for the NPAC and for CLEC Q-accounts. The CC is also known as the four digit OPERATING COMPANY NUMBER (OCN)
ACTL	Access Customer Terminal Location	Refer to CLEC Ordering Guide 9.1.2.30 **Note:** Required for orders with designed loop.
LSO	Local Service Office	Refer to CLEC Ordering Guide 9.1.2.34 **Note:** Required for loop orders or when a directory listing is requested on the end user telephone number which is from a CLEC assigned NPA NXX.

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Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
TOS	Type of Service	Refer to CLEC Ordering Guide 9.1.2.35 **Note:** Identifies type of service (business, residential, or government) for the existing account which is porting out. **Note:** Be sure to use D as the second character for Complex service.
NC	Network Channel	Refer to CLEC Ordering Guide 9.1.2.37 **Note:** Required for loop orders.
NCI	Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.38 **Note:** Required for designed loop orders.
SECNCI	Secondary Network Channel Interface	Refer to CLEC Ordering Guide 9.1.2.40 **Note:** Required for designed loop orders.
CIC	Carrier Identification Code	Refer to CLEC Ordering Guide 9.1.2.48
CUST	Customer Name	Refer to CLEC Ordering Guide 9.1.2.49
BAN1	Billing Account Number 1	Refer to CLEC Ordering Guide 9.1.2.51
ACNA	Access Customer Name Abbreviation	Refer to CLEC Ordering Guide 9.1.2.54 **Note:** Required for orders with loop.
TE	Tax Exemption	Generated by BST
INIT	Initiator Identification	Refer to CLEC Ordering Guide 9.1.2.69
TEL NO (INIT)	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.70
FAX NO	Initiator Fax Number	Refer to CLEC Ordering Guide 9.1.2.72 **Note:** Required to send FOC via fax
STREET	Initiator Street Address	Refer to CLEC Ordering Guide 9.1.2.73
CITY	City	Refer to CLEC Ordering Guide 9.1.2.76

- continued -

Table E LSR Minimal Required Fields for Faxed Orders (LNP Port-out With or Without Loop) (continued)

Field Abbreviation	Field Name	Explanation
STATE	State	Refer to CLEC Ordering Guide 9.1.2.77
ZIPCODE	Zip Code	Refer to CLEC Ordering Guide 9.1.2.78
MPCON	Implementation Contact	Refer to CLEC Ordering Guide 9.1.2.79 **Note:** : Required for orders with loop and for ACT of V (indicates conversion to another local service provider)
TEL NO	Telephone Number	Refer to CLEC Ordering Guide 9.1.2.80 **Note:** Required for orders with loop and for ACT of V (indicates conversion to another local service provider)
DRC	Design Routing Code	Refer to CLEC Ordering Guide 9.1.2.86 **Note:** Required on orders with non-designed loop when requesting a Loop Make-up.

Critical Fields on LSR

There are certain critical fields on the LSR that cannot be changed once the LSR has been validated. If these fields are to be changed, the first LSR must be canceled and a new LSR issued on a different PON. The critical fields are:

- PON
- CC
- ATN
- AN
- EATN
- EAN
- ACT
- NPT

4.4.2 Faxed End User Information Form Fields

Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders

Table F Minimal Required Fields for Faxed End User Form

Field Abbreviations	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.2.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.2.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.2.2.6
NAME	End User Name	Refer to CLEC Ordering Guide 9.2.3.1
SANO*	Service Address House Number	Refer to CLEC Ordering Guide 9.2.3.4
SASN	Service Address Street Name	Refer to CLEC Ordering Guide 9.2.3.7
CITY	City	Refer to CLEC Ordering Guide 9.2.3.14
STATE	State / Province	Refer to CLEC Ordering Guide 9.2.3.15
ZIP CODE	Zip Code	Refer to CLEC Ordering Guide 9.2.3.16

Note: Depending on the address associated with the order, conditional address fields may be required to provide a complete and valid end user location.

Note: The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:

- Ringmaster
- Surrogate Client MemoryCall
- Flexible Call Forwarding Dial Around (FCPAN)

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

4.4.3 Faxed Number Portability Form Fields

Faxed Number Portability Form Fields

Note: The PS Form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Table G Minimal Required Fields for the Faxed Number Portability Form

Field Abbreviation	Field Name	Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.8.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.8.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
NPQTY	Number Portability Quantity	Refer to CLEC Ordering Guide 9.8.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.8.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.8.3.1 **Note:** REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.

- continued -

Table G Minimal Required Fields for the Faxed Number Portability Form (continued)

Field Abbreviation	Field Name	Explanation
LNA	Line Activity	Refer to CLEC Ordering Guide 9.8.3.3 **Note:** V= conversion of service to new LSP C= change existing account (e.g. INP to LNP)
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.8.3.7
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.8.3.10 **Note:** D= Local Number Portability

4.4.4 Faxed Loop Service with Number Portability Form Fields

Faxed Loop Service with Number Portability Form Fields

Note: The LSNP form must always be associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form

Field	Abbreviation Field	Name Explanation
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this entry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG__OF__	Page Number / Total Pages	Refer to CLEC Ordering Guide 9.10.2.6

- continued -

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)

Field	Abbreviation Field	Name Explanation
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 **Note:** For LNP, REF NUMs must be unique on each form associated with the LSR. REF NUMs may not be duplicated and are associated with porting numbers, disconnecting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 **Note:** V= conversion of service to new LSP
SYSTEM ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8
CABLE ID	Cable Identification	Refer to CLEC Ordering Guide 9.10.3.11 **Note:** Required for port-out with loop orders. **Note:** **Note:** In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
SHELF		Refer to CLEC Ordering Guide 9.10.3.12
SLOT		Refer to CLEC Ordering Guide 9.10.3.13
RELAY RACK		Refer to CLEC Ordering Guide 9.10.3.14

- continued -

Table H Minimal Required Fields for Faxed Loop Service with Number Portability Form (continued)

Field	Abbreviation Field	Name Explanation
CHAN / PAIR	Channel / Pair	Refer to CLEC Ordering Guide 9.10.3.15 **Note:** Identifies the customer's system to be used in a collocation arrangement. Required when the customer has assignment control in a collocation arrangement, otherwise prohibited. **Note:** Required for port-out with loop orders. In some wire centers, CFA (Connecting Facility Assignment) may be used instead of cable ID and chain/pair. Refer to CLEC Ordering Guide 9.10.3.9
PORTED #	Ported Telephone Number	Refer to CLEC Ordering Guide 9.10.3.23
NPT	Number Portability Type	Refer to CLEC Ordering Guide 9.10.3.26 **Note:** D= Local Number Portability

4.5 Complex LNP Orders

Definition of Complex Services

The Local Number Portability (LNP) request is classified as complex if the number(s) being ported out is working on a complex class of service. Requests to port out telephone numbers working on the following types of service are considered complex:

- ESSEX / MultiServ
- Primary Rate ISDN
- Basic Rate ISDN
- Channelized Megalink
- PBX - DID, Inward/Outward/Combination trunks
- Pathlink

4.6 Faxed Loop Service with Number Portability Fields

Faxed Loop Service with Number Portability Fields

Note: The LSNP form must always ber associated with the Local Service Request (LSR) and End User (EU) forms. Please review the notes for each field, as they may highlight common errors on LNP LSRs. The fields below are those required for LNP orders. They may be required, conditional, or optional for other types of orders.

Field	Abbreviation Field	Name Explanantion
PON	Purchase Order Number	Refer to CLEC Ordering Guide 9.10.2.1 **Note:** This entry must be identical to the PON entry on the LSR form.
VER	Version Identification	Refer to CLEC Ordering Guide 9.10.2.2 **Note:** This field is conditional. When submitting a supplement (SUP) LSR, this enbtry must be identical to VER entry on the SUP LSR.
LQTY	Loop Quantity	Refer to CLEC Ordering Guide 9.10.2.5
PG_OF_	Page Number/Total Pages	Refer to CLEC Ordering Guide 9.10.2.6
REF NUM	Reference Number	Refer to CLEC Ordering Guide 9.10.3.1 **Note:** For LNP, REF Nums must be unique on each form associated with porting numbers, and directory listings.
LNA	Line Activity	Refer to CLEC Ordering Guide 9.10.3.3 **Note:** V= conversion of service to new LSP N= new loop
System ID	System Identification	Refer to CLEC Ordering Guide 9.10.3.8

4.7 Project Managed LNP Orders and Standard Intervals

Note: For information on project management and due date inetrvals, refer to BellSouth Products and Services Interval Guide Interconnection Services @ http:// interconnection.bellsouth.com/guides/guides_html

5. Critical Success Factors for LNP Ordering

5.1 Pre-Order Information

1. CLEC can proactively check the following points in the LSR before submitting via fax, EDI, or TAG.
   a. Customer address is RSAG valid and within the rate center;
   b. NPA-NXX is marked portable in the LERG;
   c. TNs on LSR match TNs on end user account;
   d. Due Date intervals are based on BellSouth Standard Intervals.
2. CLEC must have a Q-account for each OCN registered with NPAC and stated on LSR. All new OCNs registered with NPAC should be updated with BellSouth and a Q-account should be established.
3. CLEC should use correct OCN. OCN used at NPAC must match OCN used in CC field on CSR and OCN for Q account in BAN field.
4. CLEC must obtain end-user authorization to request LNP before submitting LNP LSR.

5.2 LSR Order Forms for LNP

1. CLEC should complete all required fields. Refer to Section 4.2, Minimum Required Fields, in this Guide.
2. CLEC should provide previously unassigned PON on LSR.
3. If CLEC is porting on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the Due Date stated on the LSR. BellSouth will then send a revised FOC with the new due date to the CLEC.
4. Per the BellSouth Ordering Guide for CLECs, a REF NUM may not be duplicated on an individual PON. **REF NUMs are associated with:**
   - porting numbers
   - disconnecting numbers
   - directory listings

   Example: If a REF NUM is used on the Directory Listing Request form, it may not be repeated on the Number Portability/Loop form or the End User Disconnect form.
   - PONs containing duplicate REF NUMs are placed in clarification.
5. The CLEC must advise BellSouth how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:
   - Ringmaster
   - Surrogate Client MemoryCall
   - Flexible Call Forwarding Dial Around

If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.

6. For all LNP orders, the LSR must provide the initiator's fax number in the FAX NO field, even for EDI or TAG LSRs.
7. CLEC should provide accurate cable & pair information for loop orders to avoid provisioning delays.
8. An LSR must contain numbers on one CSR. An LSR must be sent for each CSR..

5.3 Supplemental LSRs

1. If CLEC intends to port on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth a SUP LSR prior to the due date originally stated on the FOC.
2. A supplemental change LSR (SUP) must reflect the same PON, CC, ATN, AN, EATN, EAN, ACT, and NPT as the original request.
3. SUP must also have a higher VER number and SUP field entry complete
4. EDI/TAG vs. FAX: EDI or TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:
   - EDI all SUPs for the PON must be sent through EDI.
   - TAG all SUPs for the PON must be sent through TAG.
   - Fax all SUPs for the PON must be faxed.

Example: The original LSR is sent via EDI and then placed in clarification by the LCSC. CLEC must send a SUP through EDI to change or cancel the request.

5.4 Clarifications

1. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR.
2. If no response is received by BellSouth LCSC within 10 business days, the LSR will be canceled on the eleventh business day.
3. If original LSR is canceled by BellSouth, a new LSR with new PON must be submitted.
4. CLEC should not send Create SV to NPAC until an FOC has been received.
5. BellSouth will place SVs in Conflict if CLEC sends Create before FOC is received.

5.5 Standard Intervals

1. CLEC should review BellSouth Standard Interval Guide prior to submitting LSR.
2. The minimum Due Date for port-out is five business days after the FOC receipt date. The first TN ported in an NPA-NXX is no earlier than five business days after FOC receipt date.

5.6 NPAC Communication

1. CLEC must receive FOC from BellSouth prior to sending any NPAC SV messages (Create or Modify).
2. The CLEC should send the Create SV immediately upon receipt of FOC.
3. The Due Date on the Create SV sent to NPAC by the CLEC must match Due Date on FOC sent by BellSouth
4. The Due Time on the Create SV must be set to 00:00.
5. CLEC should send Activate SV to NPAC on FOC due date.
6. BellSouth LCSC does not issue the Disconnect service order until notification of CLEC Activate SV is received from NPAC for all TNs on the LSR. This is done to avoid disruption to end-user service.
7. For any change in the Due Date to port numbers, to cancel port, or to add/remove telephone numbers, a SUP LSR must be sent to BellSouth LCSC and CLEC must receive revised FOC prior to sending a Modify message to NPAC.

5.7 E911 Lock Down

1. CLEC must send Activate SV to NPAC before BellSouth LCSC will issue the Disconnect.
2. BellSouth will not send the Unlock Message until Disconnect service order is complete.
3. If CLEC Migrate message reaches SCC before BellSouth's Unlock Message, the CLEC Migrate message will be shown on an error report which is sent to CLECs daily. CLEC must be sure they have sent Activate SVs to NPAC for all TNs which appear on error reports from SCC. (Refer to Section 7.2 of this guide for more details)
4. CLEC and BellSouth should send Migrate and Unlock messages to SCC with the same due date as the Activate SV to NPAC.

6. System Interfaces

6.1 Interface Options for Order Submission

Ordering Options for LSRs

The CLEC must send the Local Service Request (LSRs) for Local Number Portability or Loop Service with Number Portability to the BellSouth LCSC for processing. The request may be faxed or sent electronically through Electronic Data Interchange (EDI) or Telecommunication Access Gateway (TAG).

If the LSR is received electronically, the FOC is sent to the CLEC automatically through EDI or TAG. The CLEC also receives completion notices through EDI or TAG once the service orders are complete. EDI, TAG and Fax requests may not be combined on the same PON. If an LSR is originally submitted via EDI, then all SUPS for this PON must be sent through EDI.

For further information on EDI, refer to **BellSouth Ordering Guide for CLECs**, Section 6.2.1 on Electronic Data Interchange. (EDI)

6.2 System Interface Descriptions

Local Exchange Navigational System (LENS)

Step	Action
Description	Front-end GUI application which provides pre-ordering support for LNP orders using the Inquiry function.
Inputs	Customer address, customer information
Outputs	RSAG Address Validation Service availability for a particular NPA NXX Customer record information
Notes	LNP LSRs can not be submitted via LENS.

PON Order Status via the Web

Step	Action
Description	Supports on-line viewing of faxed LSR order status.
Inputs	Faxed LSRs
Outputs	CLEC-specific LSR status by PON
Notes	For faxed LSRs

Fax

Step	Action
Description	Supports the transmission of manual CLEC orders.
Inputs	Paper LSR
Outputs	Clarifications; FOCs
Notes	Clarifications and FOCs for faxed LSRs are sent via fax. SUP LSRs for faxed LSRs must be submitted via fax. EDI, TAG and faxed requests may not be combined on the same PON.

Electronic Date Interchange (EDI)

Step	Action
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

Telecommunications Access Gateway (TAG)

Step	Action
Description	Supports the CLEC transmission of orders to BellSouth, and the acknowledgment of receipt of orders to CLEC by BellSouth. CLEC has access to ordering and pre-ordering functionality via TAG.
Inputs	Digital LSR
Outputs	Clarifications; Rejects, FOCs, Pending Order Statuses, Completion Notices

BellSouth LNP Gateway

Step	Action
Description	Supports both internal and external communications with various interfaces and processes, including NPAC (SOA & SMS), EDI, and TAG.
Inputs	· LNP LSRs, NPAC messages, EDI and TAG orders
Outputs	Rejects; Clarifications; FOCs NPAC concurrence messages Service orders to provisioning

NPAC

Step	Action
Description	NPAC is the third party organization that oversees the porting of telephone numbers for Local Number Portability.
Inputs	CLEC and BellSouth subscription versions.
Outputs	CLEC and BellSouth subscription versions.

Note: Interface descriptions are specific to LNP orders only.

7. Frequently Asked Questions

7.1 General

1. 1. What should be done if it is determined that some numbers sent on an LSR are not to be ported?

A sup should be sent immediately to delete the telephone numbers from the NP or LSNP form if they are not porting. The account will not be disconnected until all telephone numbers on the NP or LSNP form have been ported.

2. 2. How is a CLEC LSR validated?

The validation process includes the following steps to ensure that the requested number(s) may be ported out.

Step	Action
1	Are the porting number(s) on the LSR working number(s) on the CSR (or customer is paying to reserve the numbers)? If yes, go to step 2. If no, go to step 7.
2	Does the end user name on the LSR match the listed name and/or billing name on the CSR? If yes, go to step 3. If no, go to step 7.
3	Are the telephone number(s) on the LSR associated with a line type that is portable? Refer to Local Number Portability Rules (Section 4.2 of this guide). If yes, go to step 4. If no, go to step 7.
4	Does the service address information on the LSR match the LA or SA on the CSR? If yes, go to step 6. If no, go to step 5. **Note:** If the line type on the existing end user service is FX/FCO, go to step 5.
5	Is the Toll Message Rate Center (TMRC) for the porting number(s) shown on the LSR the same as the TMRC for the address shown on the LSR? If yes, go to step 6. If no, go to step 7.
6	Is LNP available for the NPA NXX at this time? If yes, go to step 8. If no, go to step 7.
7	Send CLEC Clarification request and wait for receipt of SUP LSR.
8	Proceed with Service Order Issuance Process.

3. What CLEC actions would cause an LNP request to fall out of the order process at Bell-South?

Some reasons for an LSR to fall out of the order process are:

- CLEC sent a create SV before receiving an FOC. BellSouth will put SV in Conflict with NPAC

- CLEC sent a create on the wrong TN
- CLEC sent create with due date different than FOC due date
- CLEC sent create with time other than 00:00
- CLEC ported number before or after Due Date on the FOC

If the CLEC LSR has fallen out of the order process, BellSouth will not be able to automatically send Concur SV to the CLEC Create SV.

- 4. What CLEC actions should be taken if the end user is continuing to receive a bill from BST after the account is ported out?
- CLEC should verify that the activate SV has been sent on all telephone numbers provided on the LSR. If yes, refer the account to the LCSC for investigation. If no, send the activate SV to the NPAC.

7.2 Ordering Options

1. In what form should a CLEC expect to receive an FOC, Clarification, or Reject response?
   - If an order was sent via EDI, the response will be sent via EDI.
   - If an order was send via TAG, the response will be sent via TAG
   - If an order was send via fax, the response will be sent via fax.
2. Why can't the status of an LSR submitted via EDI be viewed in the PON Status Reports which are available on-line?

The PON Status Reports are for orders which were submitted via fax. Status for orders submitted via EDI/TAG are received via EDI/TAG.

7.3 LSR Error Notices

1. What types of errors would require clarification?

Some examples of errors for which BellSouth will request clarification:

- Some numbers on an account are being ported, but information/instruction has not been provided on **ALL** numbers listed on the account (i.e., Ringmaster; Surrogate Client MemoryCall; Flexible Call Forwarding Dial Around (FCPAN))
- REF NUM are duplicated on the LSR
- LSR does not contain the minimum required fields
- Duplicate PON
- Data was entered into a prohibited field
- Busy cable & pair
- Incorrect address
- End user & central office are not in same wire center (may be wrong ACTL)
- Invalid ACT
- Invalid Q-account

- TN listed is not a working BellSouth TN
- Listing 2 numbers to port from two different CSRs on one LSR

2. Why would the CLEC receive error reports from SCC, Manager of the E911 database?

If the CLEC sends the Migrate message to the SCC to lock E911 prior to SCC receiving BellSouth's Unlock message, the CLEC Migrate message will be placed on an error report (755) which is distributed daily to CLECs from SCC. SCC will mechanically process the Migrate/Unlock record match for 7 days for all 755 error messages. After 7 days the record will move to a 760 error file. SCC will manually continue to look for the record match there.

CLEC should be sure that the Activate SV has been sent to NPAC for the Migrate messages which appear on the 755 or 760 error reports.

7.4 Due Dates

1. What are the key steps to changing the Due Date for a previously submitted LNP LSR?

The most important part of a Due Date change is submitting a SUP LSR to the BellSouth LCSC and receipt of a revised FOC prior to sending the Modify SV to NPAC. If the Modify SV is sent to NPAC prior to receipt of the revised FOC from BellSouth, the LSR will fall out of the order process at BellSouth. Due Date changes should be requested prior to the due date and not later than the due date originally stated.

2. Why does the FOC have a Due Date which is different than the Desired Due Date?

If the Desired Due Date on the original LSR did not adhere to BellSouth Standard Intervals for LNP orders, then the Due Date on the FOC would reflect the appropriate interval. Refer to BellSouth Standard Interval Guide for more details.

3. Why does the CLEC have to send the Activate SV on the Due Date?

If the CLEC sends the Activate SV before or after the Due Date on the FOC, end user service could be impacted.

7.5 NPAC Communication

1. What does it mean when a CLEC receives an SV with Authorization set to NO (Conflict) from NPAC?

This SV indicates that the CLEC sent a Create SV to NPAC prior to receipt of an FOC for the TN. CLEC should check for receipt of an FOC for the TN.

2. Why can't the CLEC send the Create SV to NPAC prior to receiving an FOC from BellSouth?

If the CLEC sends the Create SV to NPAC prior to receiving an FOC from BellSouth, BellSouth will send SV with Authorization set to NO (Conflict) to NPAC. CLEC should follow industry flow for successful porting.

3. How does CLEC know BellSouth is ready to port number?

CLEC should complete the following steps at least the day before the due date:

- verify FOC was received
- verify FOC due date
- verify SV is Pending with Concurrence for all TNs on LSR

- verify SV due date is same as FOC due date for all TNs on LSR

4. What happens if the NPAC telephone number disconnect option is used after sending the activate (number ported) message?

The telephone number and not the end user is returned to BellSouth. The CLEC must arrange to provide service for the end user because upon receipt of the Activate SV, BST will proceed with the disconnect order

8. LNP Ordering Checklist

8.1 LNP Ordering Checklist

1. **Pre- Submission: The LSR Form for LNP**

Has the pre-order information been validated? CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of the following information:

- TNs on LSR match TNs on CSR
- LSR address is RSAG valid

2. Have you included/checked the following items:
   - Previously unassigned PON on LSR
   - Unique REF NUMs on all associated forms for LSR
   - Minimum required fields are complete
3. Is there a Q-account for each OCN registered at the NPAC and stated on the LSR in the CC field?
4. Were BellSouth Standard Due Date Intervals followed when assigning the Desired Due Date? (Refer to BellSouth Products and Services Interval Guide.)
5. **NPAC Communication**

Do not send NPAC messages (e.g., Create or Modify) prior to receipt of FOC. (For original LSR or SUP LSR)

6. The Create SV should be sent immediately upon receipt of FOC by the CLEC for all TNs on the LSR.
7. Does the Due Date on Create message must match Due Date on FOC sent by BST?
8. For any change in the Due Date to port numbers, a SUP LSR must be sent to BellSouth LCSC prior to sending a Modify message to NPAC. Any other changes, such as Cancellations, also require a SUP LSR.
9. Does the Due Time have setting of 00:00?
10. **E911 Lockdown**

The Migrate message to lock records at an E911 SCC should be sent after the Activate message is sent to NPAC.

Note: This list is not all inclusive, but highlights the actions which would most contribute to the submission of a valid LSR.

9. Glossary of LNP Terms

9.1 Glossary of LNP Terms

Advanced Intelligent Network (AIN)	Evolving, service-independent network architecture that provides important new capabilities for rapid creation of customized telecommunications services. AIN offers one way for a network element to query a central database to obtain local number portability routing information.
BST	Acronym used to indicate BellSouth.
Central Office (CO)	An environmentally controlled space in which a telecommunications network switching system and other associated operating systems are installed.
Central Office Exchange (CENTREX)	A telephone service offered by LSPs that provides the end-user with advanced features and services from the LSPs EO
Clarification	Requested by BellSouth LCSC when an CLEC LSR contains incomplete or inaccurate information which requires further documentation from the CLEC to allow order processing to continue.
Competitive Local Exchange Carrier (CLEC)	A new entrant into a market where there is already an incumbent LEC (ILEC) providing local phone service.
Conflict	An SV status which indicates that an error has occurred in the ordering process which will require further CLEC action for BellSouth to resume order processing. For example, BST will place SV in conflict if CLEC sends a Create SV before an FOC has been issued.
Directory Number (DN)	An end-user's telephone number, also known as a TN. In its most restrictive definition, an end-user number which is listed in a directory or with directory assistance.
Donor Switch	Switch/Office/Exchange Refers to the local switch from which an end-user was served, prior to changing SPs.

End Office (EO)	A switching system used to provide local service for a local telephone company; also known as a central office. End offices are typically equipped with both line and trunk terminations.
Fall-Out	Human eyes are needed to review the order, e.g. with a partial migration.
Fatal Reject	A type of error which suggests that the minimal requirements of an LSR were not fulfilled. For example, a missing required field or a duplicate PON. A Fatal Reject will not allow the CLEC order to be processed further by the BellSouth LCSC.
Federal Communications Commission (FCC)	Congressionally credited governmental agency with the responsibility to direct the U.S. national and international telecommunications regulatory environment.
Firm Order Confirmation (FOC)	Verification/acknowledgment from one SP to another of receipt of a valid Local Service Request (LSR)
Incumbent Local Exchange Carrier (ILEC)	Typically, the RBOC or independent who services local end-users (prior to a market opening up to local competition)
Intelligent Network (IN)	Hardware and software platform used to provide enhanced voice, video and data services. IN offers one way for a network element to query a central database to obtain local number portability routing information.
Inter-Exchange Carrier (IXC)	A carrier that provides connections between LATAs, between serving areas, and between LATAs and serving areas where the calling or called end-user is located in the United States.
Interim Number Portability (INP)	A temporary solution for porting telephone numbers that routes calls to the CLEC wire center using: • Remote Call Forwarding (RCF) • Direct Inward Dialing (DID) • Route Index Hubbing (RTI)
Local Exchange Carrier (LEC)	A company that provides local telephone service. LECs also include independent local telephone companies.

Local Exchange Routing Guide (LERG)	Bellcore administered Network Routing and V&H Coordinate information for U.S. Telecommunications Industry and others.
Local Number Portability (LNP)	Provides end users with the ability to retain their numbers when they change their local service provider.
Local Number Portability Gateway (LNP GW)	A BellSouth System created to support LNP that: • includes desktop application for LCSC Service Representatives. • is used to process LNP LSR's on-line. • communicates with the NPAC. • interfaces with the AIN database to update call routing information.
Local Service Management System (LSMS)	The LSP owned network database which holds downloaded ported number information.
Local Service Provider (LSP)	A company that provides basic local telephone service.
Location Routing Number (LRN)	A routing code that is: • unique • 10 digits • identifies the switch in which a ported number resides. LRN utilizes AIN triggers, SS7 signaling, and unique 10-digit code for switch identification.
Lockheed-Martin IMS (LM-IMS)	The neutral third-party administrator for the LNP database NPAC.
New Service Provider (NSP)	Subscribers selection of exchange carrier that will be providing dial tone. This will usually be the exchange carrier that is not the default SP for the NPA NXX. This would be the recipient switch for the porting of a number when the end-user is being ported. When the end-user is changing from ported to non-ported the NSP would be the donor switch.
Non-Portable Number	Numbers are those that have not been designated as ported exchanges or portable capabilities in the LERG.
North American Numbering Council (NANC)	FCC -mandated task force assigned to oversee NPAC and NANP administration for the U.S. telecommunications industry.

North American Numbering Plan (NANP)	A plan for the allocation of unique 10 digit address numbers. The numbers consist of a 3 digit area (numbering plan area) code, a 3 digit office code, and a 4 digit line number. The plan also extends to format variations (e.g., 3 digit and 7 digit address), prefixes (e.g., 1. 0. 01 and 011), and special code applications (e.g., Service Access Codes).
Number Portability Administration Center (NPAC)	A neutral third party vendor contracted by BellSouth and the CLEC's to: • maintain the master database for LNP. • coordinate the flow of information between service providers.
Numbering Plan Area (NPA)	A defined geographic area identified by a unique three digit code used in the North American Numbering Plan Area.
NXX	End Office Code A three digit code used to identify a central office exchange. However, in a portable environment the last 4 digits or the 7-digit telephone number may not always reside in the central office exchange to which the NXX was natively assigned.
Plain Old Telephone Service (POTS)	Basic residence or business telephone service which provides users with simple telephone features or service.
Port In	A term used with Local Number Portability to indicate that a customer is changing his facility based local service provider from a CLEC to BellSouth and wishes to keep his same telephone number.
Port Out	A term used with Local Number Portability to indicate that a BellSouth customer is taking his telephone number with him to another facility based local service provider.
Portability	The ability of the user to change local telephone companies, location and/or service without changing the telephone number.

Portable Number	Those numbers within an exchange that have portable capabilities and are assigned to a designated portable exchange. These are the numbers that are assigned to the designated default switch and have not been ported to another LSP. These numbers are commonly identified as working on the "Donor" switch. Portable numbers are all numbers in an NXX where portability is allowed. Numbers will be declared portable on an NXX basis.
Ported Number	Those that have been assigned to other LSPs providing recipient switch access for Portable exchanges. This is commonly termed as the numbers assigned to the "Recipient" switches. The "Recipient" switch is not the default switch in the SCP. Ported numbers are the subset of portable numbers that have actually been moved from the LERG based switch (donor) to another switch (recipient).
Private Branch Exchange (PBX)	System typically installed in a business that serves as the central telephone system for that business and which may provide certain enhanced services for that business.
Recipient Switch	Switch/Office/Exchange — Refers to local end office switch to which an end-user is served, after changing SPs.
Remote Call Forwarding (RCF)	LNP deployment model generally viewed as an interim solution. For customers changing their local telephone company and wanting to keep their phone number, routes all incoming calls to the old company switch first. Then the calls are forwarded to a new phone
SCC	Neutral third party responsible for the E911 database administration. (SCC is not an abbreviation.)
Service Management System (SMS)	Computer facility permitting access to records contained in the number portability database. Receives Number Ported messages from NPAC.
Service Order Administration (SOA)	Interface to the NPAC for porting end-user TNs. Receives create and sends concurrence SVs.
Service Provider (SP)	A company that provides telephone service.
Subscription Version (SV)	A message that flows through the NPAC to provide information regarding LNP.

Telecommunications Access Gateway (TAG)	TAG is a transaction based messaging system with data translation. TAG provides a by-directional flow of information between the CLEC and BellSouth, and gives the CLEC access to pre-ordering and ordering functionality.
Toll Message Rate Center (TMRC)	A uniquely defined geographic area: • created to allow for the proper rating of toll and message charges. • appears in LERG for a wire center/switch.
Trigger Order	6-Digit Trigger – identifies NPA XXX that is portable and causes querying. 10-Digit Trigger – end-users' telephone number. This trigger causes look up process so when the 10-digit trigger is dialed the call is routed through AIN to the SS7 database. **Note:** "Trigger" is not available for all service types.

BELLSOUTH/ATT RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	KY
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)		
RCF, per number ported (Business Line), 10 paths	TNPBL	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA
RCF, per number ported (Business Line)	TNPBL	NA
NRC - Electronic	TNPBL	NA
NRC - Disconnect Charge	TNPBL	NA
RCF, per number ported (Residence Line)	TNPRL	NA
NRC	TNPRL	NA
NRC - Disconnect Charge	TNPRL	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	NA
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	NA
NRC - Add'l	TNP++	NA
NRC - Disconnect - 1st	TNP++	NA
NRC - Disconnect - Add'l	TNP++	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID		
DID per number ported, Residence - NRC	TNPDR	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	NA
DID per number ported, Business - NRC	TNPDB	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	NA
DID per service order, per location		
NRC - 1st	TNPRD	NA
NRC - Add'l	TNPRD	NA
NRC - Disconnect - 1st	TNPRD	NA
NRC - Disconnect - Add'l	TNPRD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
DID, per trunk termination, Initial	TNPT2	NA
DID, per trunk termination, Initial - NRC	TNPT2	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	NA
DID, per trunk termination, Subsequent	TNPT2	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	NA

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.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs considera

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

ATTACHMENT 6

CONNECTIVITY BILLING AND RECORDING

ATTACHMENT 6

CONNECTIVITY BILLING AND RECORDING

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CONNECTIVITY BILLING AND RECORDING

1.1 General

1.1.1 This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing: (a) telecommunications services that BellSouth currently provides, or may offer hereafter for resale; (b) interconnection of BellSouth's network to AT&T's network; (c) certain unbundled Network Elements and certain combinations of such unbundled Network Elements (Network Elements and Combinations) (resale, interconnection, Network Elements and Combinations shall collectively be referred to as "Billed Services"); and to provide Meet Point Billing and Mutual Compensation.

1.1.2 After receiving certification as a local exchange company from the appropriate regulatory agency, AT&T will provide the appropriate BellSouth service center the necessary documentation in order for BellSouth to establish service for AT&T.

1.1.3 Prior to submitting orders to BellSouth for local service, a master account must be established for AT&T. AT&T is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.1.4 Payment of all charges will be the responsibility of AT&T. AT&T shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by AT&T from AT&T's end user. BellSouth will not become involved in billing disputes that may arise between AT&T and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.1.5 Upon proof of tax exempt certification from AT&T, the total amount billed to AT&T will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. AT&T will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to AT&T's end user.

1.1.6 BellSouth will not perform billing and collection services for AT&T as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

1.2 Billable Information and Charges

1.2.1 BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T's purchasing Billed Services from BellSouth. BellSouth will bill charges for Billed Services through Carriers Access Billing System ("CABS") or in the CABS format. BellSouth will format all bills in CBOS Standard or CRIS/CLUB format, depending on the type of service ordered, and will include sufficient bill detail to identify the particular services ordered. For those Billed Services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Billed Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date, except for detail usage for resold services which could extend beyond the current bill date, which are: per use vertical services, directory services, operator charges, IntraLATA toll and optional calling plans, excluding Watsaver® Service; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments. Each bill shall set forth the quantity and description of each such Billed Services billed to AT&T. All charges billed to AT&T must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of cross boundary exchanges has been provided to AT&T.

1.2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T and must be a valid calendar date. Bills should not be rendered for any charges which are incurred under this agreement on or before one (1) year proceeding the bill date. However, both parties recognize that situations exist which would necessitate billing beyond the one (1) year limit, as permitted by law. These exceptions are:

1.2.3.1 Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party;

1.2.3.2 Charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data.

1.2.3.3 Both parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement which might be negotiated between the parties.

1.2.4 Charges for Billed Services shall be in conversation seconds for those services that are billed based on conversation time. For resold services, charges will be billed in accordance with retail billing standards. For other than resold services, the total seconds per chargeable rate element per end office will be totaled and rounded to the nearest whole minute. The incremental seconds per chargeable rate element per end office will be totaled and rounded to the next whole minute. Self reporting factors such as PLU and PIU will be used to determine jurisdiction of unidentifiable traffic.

1.2.5 Billing Account Numbers ("BANS") will be established in accordance with BellSouth billing policy and OBF standards. The BellSouth billing policy in effect at the time this Agreement is signed will govern the billing account structure during the term of this Agreement. BellSouth will provide such policy to AT&T at such time. Changes to the BellSouth billing policy will be co-ordinated with AT&T and the AT&T Account Team to ensure that AT&T will not be adversely impacted by such changes. AT&T may request that certain categories of charges be included in separate bills which are to be sent to different billing addresses. AT&T will submit such request through the Bona Fide Request/New Business Request ("BFR/NBR") process set forth in Attachment 10 of this Agreement, incorporated herein by this reference.

1.2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 6. Billing questions subsequent to implementation will be directed to the appropriate BellSouth billing specialist.

1.3 Meet Point Billing

1.3.1 Where appropriate, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will individually and collectively maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

1.3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the jointly provided switched exchange access service provided by AT&T or BellSouth.

1.3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.

1.3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. BellSouth and AT&T agree that in a MPB arrangement, where transport is jointly provided, and/or the tandem is owned by one Party and the end office is owned by the other Party, charges will be billed using tariff rates and in accordance to MECAB guidelines.

1.3.5 BellSouth and AT&T will record and transmit switched exchange access service records in accordance with the MECAB standards. Such data shall be transmitted to the other Party within ten (10) days of its recording. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

1.3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

1.3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

1.3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 1.15 of this Attachment 6.

1.3.9 Both Parties will provide the other a single point of contact to handle any MPB questions.

1.3.10 MPB will apply for all traffic bearing the 500, 700, 900, 8YY or any other non-geographic NPA which may be likewise designated for such traffic in the future.

1.4 Collocation

1.4.1 When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment 6. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation.

The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

1.5 Right-of-Way

1.5.1 Billing for right-of-way, poles and conduits will be addressed in Attachment 8 of this Agreement, incorporated herein by this reference.

1.6 Information Services

1.6.1 The transport for 976 and other information services calls will be billed in accordance with the reciprocal compensation arrangement described in Section ___ of Attachment 3 of this Agreement, incorporated herein by this reference.

1.7 Local Number Portability

1.7.1 When an IXC terminates an interLATA or intraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any Service Provider Number Portability ("SPNP") fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

1.8 Issuance of Bills - General

1.8.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"). Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar

days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

1.8.2 BellSouth and AT&T shall issue all CABS bills or bills in CBOS format containing such billing data and information in accordance with the most current version of CBOS, or if development time is required, within two (2) versions of the current CBOS standard. To the extent that there are no CBOS or MECAB standards governing the formatting of certain data, such data shall be issued in the format as mutually agreed upon by the parties.

1.8.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

1.8.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 6.

1.9 Electronic Transmissions

1.9.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct to the other Party at the location specified by such

Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

1.9.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR), MEGA, JBILL, TCGXX (XX=Bill Period), or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) or CSR (Customer Service Record)

1.10 Tape or Paper Transmissions

1.10.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T Attention: Bill Access Coordinator 300 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005
Tape Transmissions via Overnight Delivery:	AT&T Attention: Bill Access Coordinator 500 North Point Parkway FLOC 144C09 Alpharetta, Georgia 30005

Paper Transmissions via U.S. Mail:	AT&T Attention: Bill Access Coordinator Caller Service 6908 Alpharetta, Georgia 30009
Paper Transmissions via Overnight Delivery:	AT&T Attention: Bill Access Coordinator 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30005

TO BellSouth:

Tape Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center
Paper Transmissions:	BellSouth 600 N. 19th Street 7th Floor Birmingham, Alabama 35203 Attn: Interconnection Purchasing Center

1.10.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any billing tapes in tape canisters.

1.10.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

1.10.4 Billing data tapes shall follow CBOS standards.

1.10.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

1.10.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	**Volume label**
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

1.10.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

1.10.8 The IBM Standard Dataset Label 1 Format (HDR1, EOV1, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.

FIELD NAME	CONTENTS
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byyddd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byyddd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).

FIELD NAME	CONTENTS
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

1.10.9 The IBM Standard Dataset Label 2 Format (HDR2, EOV2, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.
Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.

Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value 9-Track Tape 3 1600 (PE) 4 6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use –should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

1.11 Testing Requirements

1.11.1 At least thirty (30) calendar days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with CBOS standards. After receipt of the test data from BellSouth, AT&T

will notify BellSouth at least ten (10) days prior to the software release implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CBOS standards, BellSouth shall make the necessary corrections prior to implementation to meet such CBOS standards.

1.11.2 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

1.11.3 Test tapes containing the transmitted AT&T billing data and information will be sent during the testing period, per request, to the following location:

Test Tapes:	AT&T Attention: Bill Access Testing Coordinator 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30005

1.12 Additional Requirements

1.12.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

1.12.1.1 The BAN shall not contain embedded spaces or low values.

1.12.1.2 The Bill Date shall not contain spaces or non-numeric values.

1.12.1.3 Each bill must contain at least one detail record.

1.12.1.4 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

1.12.1.5 The Invoice Number must not have embedded spaces or low values.

1.13 Bill Accuracy Certification

1.13.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, BellSouth will be responsible and

accountable for transmitting to AT&T an accurate and current bill. BellSouth agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Billed Services ordered and used by AT&T. Accordingly, at AT&T's option on a connectivity by connectivity basis, AT&T and BellSouth agree to model, for the purposes of this Agreement, the process and methodology for access certification set forth in the Access Billing Supplier Quality Certification Operating Agreement dated August 13, 1993, executed by AT&T and BellSouth which governs certification of access bills for interLATA and intraLATA calls. At the point AT&T and BellSouth mutually agree that pre-certification is complete, all billing disputes will be handled pursuant to a billing supplier quality certification operating agreement to be executed by the Parties.

1.14 Payment Of Charges

1.14.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

1.14.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide AT&T with one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection if AT&T provides payment advice to BellSouth. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

1.15 Billing Disputes

1.15.1 On a connectivity by connectivity basis and until such time as a precertification process is in place, each party agrees to notify the other party in writing upon the discovery of a billing dispute. The disputing party agrees to provide the billing party sufficient documentation to investigate the dispute and may withhold any disputed amounts supported by such documentation. Until documentation is provided all outstanding billed amounts will be considered past due. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute.

1.15.2 If the issues are not resolved within the allotted time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

1.15.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the parties' appointment of designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

1.15.4 If a party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in Section 1.16 of this Attachment 6. If a party disputes charges and the dispute is resolved in favor of such party, the other party shall credit the bill of the disputing party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a party disputes charges and the dispute is resolved in favor of the other party, the disputing party shall pay the other party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute.

1.16 Late Payment Charges

1.16.1 If either Party fails to remit payment for any charges described in this Attachment 6 by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by AT&T, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs, based upon the service for which payment was not received: for general subscriber services, Section A2 of the General Subscriber Services Tariff; for private line service, Section B2 of the Private Line Service Tariff; and for access service, Section E2 of the Access Service Tariff. For bills rendered by AT&T for payment by BellSouth the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) .one and one-half percent (1 ½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actual made. In no event, however, shall interest be assessed by AT&T on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs. Bill disputes shall not be submitted by either party for any charge on or after one (1) year following the bill date of the bill on which the charge first appears.

1.17 Discontinuance of Service

1.17.1 The procedures for discontinuing service to an end user are as follows:

1.17.1.1 Where possible, BellSouth will deny service to AT&T's end user on behalf of, and at the request of, AT&T. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of AT&T.

1.17.1.2 At the request of AT&T, BellSouth will disconnect an AT&T end user.

1.17.1.3 All requests by AT&T for denial or disconnection of an end user for nonpayment must be in writing.

1.17.1.4 AT&T will be made solely responsible for notifying the end user of the proposed disconnection of the service.

1.17.1.5 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new

service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.

1.17.2 The procedures for discontinuing service to AT&T are as follows:

1.17.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts or in the event of prohibited, unlawful or improper use of the facilities or service, abusse of the facilities by AT&T.

1.17.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to AT&T, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts 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 the person designated by AT&T to receive notices of noncompliance, and discontinue the provision of existing services to AT&T at any time thereafter.

1.17.2.3 In the case of such discontinuance, all billed undisputed charges, as well as applicable termination charges, shall become due.

1.17.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and AT&T's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to AT&T without further notice.

1.17.2.5 If payment of undisputed charges is not received or arrangements made for payment by the date given in the written notification, AT&T's services will be discontinued. Upon discontinuance of service on a AT&T's account, service to AT&T's end users will be denied. BellSouth will also reestablish service at the request of the end user or AT&T upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. AT&T is solely responsible for notifying the end user of the proposed disconnection of the service.

17.2.6 If within fifteen days after an end user's service has been denied, AT&T has not contacted BellSouth in reference to restoring service, the end user's service will be disconnected.

1.18 Adjustments

1.18.1 Subject to the terms of this Attachment 6, BellSouth will adjust incorrect billing charges to AT&T. Such adjustments shall be set forth in the appropriate section of the bill pursuant to CBOS or CLUB/EDI standards.

1.19 Revenue Protection

1.19.1 Where BellSouth services are being resold and where AT&T is using a BellSouth port, AT&T will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers.

1.19.2 The Party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other Party shall be liable for the amount of the revenues lost by the Party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues.

1.19.3 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

1.19.4 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

2. PROVISION OF CUSTOMER USAGE DATA

2.1 Introduction

2.1.1 This Section sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data to AT&T.

2.1.2 Line Information Database ("LIDB") is a database system designed to provide for validation of calling card and other billing information. LIDB provides screening validation on operator assisted calls on billing number records and is offered under a separate agreement. The Parties' agreement relating to LIDB Storage is included as Exhibit A to this Attachment 6, incorporated herein by this reference.

2.1.3 RAO Hosting is the process by which a telecommunications company agrees to "host" another company solely for the purpose of message exchange over the Centralized Message Distribution System ("CMDS"). RAO Hosting includes the following: RAO Code Assignment, Message Exchange via the CMDS system, and Inter-Company Settlements. The Parties' RAO Hosting Agreement is included as Exhibit B to this Attachment 6, incorporated herein by this reference.

2.1.4 Optional Daily Usage File ("ODUF") contains billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to the AT&T account. The Parties' ODUF agreement is included as Exhibit C to this Attachment 6, incorporated herein by this reference.

2.1.5 Enhanced Optional Daily Usage File ("EODUF") provides usage data for local calls originating from resold Flat Rate Business and Residential Lines. The Parties' EODUF agreement is included as Exhibit D to this Attachment 6, incorporated herein by this reference.

2.1.6 Access Daily Usage File ("ADUF") contains access messages associated with a port that AT&T has purchased from BellSouth. The Parties' ADUF agreement is included as Exhibit E to this Attachment 6, incorporated herein by this reference.

3. LOCAL ACCOUNT MAINTENANCE

3.1 When BellSouth provides local switching to AT&T (e.g., where AT&T is reselling BellSouth's services or is employing loop port combination to provide local service) BellSouth shall provide local account maintenance information and service as described herein.

3.2 When notified by a CLEC (or from the end user to change to BellSouth service) that an AT&T end user has switched its local service to the other CLEC's service (or to BellSouth), BellSouth shall send AT&T a loss notification message to inform AT&T that its end user has switched to another CLEC (or to BellSouth). The Parties agree to utilize LSOG4 or the most current industry ordering guideline standard established by the OBF that contains the loss notification message.

3.3 BellSouth shall send loss notification messages to AT&T six (6) days a week using the applicable release of EDI as the electronic medium for transmitting the loss notification message.

3.4 BellSouth shall accept and process intraLATA and interLATA PIC changes sent by AT&T. When an AT&T local end user switches its IXC, AT&T will enter the PIC change into the current local order

system, and will generate an intraLATA or interLATA PIC Service Change Order that will be sent to BellSouth for provisioning over the existing ordering gateway.

3.5 When AT&T is notified by an intraLATA or interLATA carrier using a Transaction Code ("TC") "01" PIC order record than an AT&T local end user has changed its intraLATA or interLATA PIC, BellSouth shall reject the order and notify the intraLATA or interLATA carrier that a CARE PIC record should be sent to AT&T. BellSouth shall notify the intraLATA or interLATA carrier by creating a '3148' (for resale or UNE-P) or a '3150' (for ported numbers) reject transaction record, and shall populate the AT&T provided AT&T Operating Company Code on the reject record. The intraLATA and interLATA carrier should redirect the TC01 order to AT&T for processing the PIC.

LINE INFORMATION DATA BASE ("LIDB") STORAGE AGREEMENT

I. SCOPE

1.1 This Exhibit sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of AT&T and pursuant to which BellSouth, its LIDB customers and AT&T shall have access to such information. AT&T understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Exhibit, shall be available to those telecommunications service providers.

1.2 Definitions

1.2.1 Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

1.2.2 Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

1.2.3 Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.

1.2.4 Calling Card number - a billing number plus PIN number assigned by BellSouth.

1.2.5 PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.

1.2.6 Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

1.2.7 Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

1.2.8 Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

1.2.9 Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Local Exchange Company.

1.3 LIDB is accessed for the following purposes:

Billed Number Screening
Calling Card Validation
Fraud Control

1.4.1 BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify AT&T within 2 hours of fraud alerts so that the AT&T may take action it deems appropriate. At AT&T's request, BellSouth shall block and restrict calling card, third party billing and collect call, and validation in its LIDB within two (2) hours of receiving AT&T's request. Local Exchange Company understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Exhibit, in the same manner as BellSouth's data for BellSouth's end users. BellSouth shall not be responsible to AT&T for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

1.4.2 AT&T understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. AT&T further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, AT&T understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in

the LIDB and such data which it includes in the LIDB on AT&T's behalf pursuant to this Exhibit. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate AT&T's data from BellSouth's data and the Parties execute appropriate amendments hereto, the following terms and conditions shall apply:

1.4.2.1 AT&T agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for AT&T's end user accounts which are resident in LIDB pursuant to this Exhibit. AT&T's authorizes BellSouth to place such charges on AT&T's bill from BellSouth and agrees that it shall pay all such charges. Charges for which AT&T hereby takes responsibility include, but are not limited to, collect and third number calls.

1.4.2.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

1.4.2.3 AT&T shall have the responsibility to render a billing statement to its end users for these charges, but AT&T's obligation to pay BellSouth for the charges billed shall be independent of whether AT&T is able or not to collect from the AT&T's end users.

1.4.2.4 BellSouth shall not become involved in any disputes between AT&T and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to AT&T. It shall be the responsibility of the AT&T and the other entity to negotiate and arrange for any appropriate adjustments.

2. FEES FOR SERVICE AND TAXES

2.1 AT&T will not be charged a fee for storage services provided by BellSouth to AT&T, as described in Section I of this Exhibit.

3. MISCELLANEOUS

3.1 It is understood and agreed to by the parties that BellSouth may provide similar services to other companies.

3.2 All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state

or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

3.3 This Exhibit constitutes the entire agreement between AT&T and BellSouth which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

4. RESALE

4.1 This Section sets forth the terms and conditions for AT&T's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by AT&T, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section 1.3 of this Exhibit A.

4.2 Responsibilities of Parties

4.2.1 BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The AT&T will request any toll billing exceptions via the Local Service Request ("LSR") form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

4.2.2 Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of AT&T. BellSouth will not issue line-based calling cards in the name of AT&T's individual end users. In the event

that AT&T wants to include calling card numbers assigned by AT&T in the BellSouth LIDB, a separate agreement is required.

4.2.3 BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

4.2.4 BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

4.2.4.1 Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

4.2.4.2 Determine whether the AT&T has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO HOSTING

1 RAO Hosting, Calling Card and Third Number Settlement System ("CATS") and Non-Intercompany Settlement System ("NICS") services provided to AT&T 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. BellSouth shall provide AT&T with notice of such revisions sixty (60) days prior to implementation.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3 Applicable compensation amounts will be billed by BellSouth to AT&T 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 AT&T must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System ("CMDS") interfacing host, require written notification from AT&T 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 AT&T and will coordinate all associated conversion activities.

5 BellSouth will receive messages from AT&T that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

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 AT&T.

7 All data received from AT&T 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.

8 All data received from AT&T 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)].

9 BellSouth will receive messages from the CMDS network that are destined to be processed by AT&T and will forward them to AT&T on a daily basis.

10 Transmission of message data between BellSouth and AT&T will be via CONNECT: Direct.

11 All messages and related data exchanged between BellSouth and AT&T 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.

12 AT&T 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.

13 Should it become necessary for AT&T to send data to BellSouth more than sixty (60) days past the message date(s), AT&T 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 AT&T to notify all affected Parties.

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 AT&T) identified and agreed to, the company responsible for creating the data (BellSouth or AT&T) 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.

15 Should an error be detected by the EMI format edits performed by BellSouth on data received from AT&T, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify AT&T of the error condition. AT&T 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, AT&T will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16 In association with message distribution service, BellSouth will provide AT&T with associated intercompany settlements reports (CATS and NICS) as appropriate.

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.

18 RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for AT&T are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit F to this Attachment 6, incorporated herein by this reference.

18.3 Data circuits (private line or dial-up) will be required between BellSouth and AT&T for the purpose of data transmission. Where a dedicated line is required, AT&T will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AT&T 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 AT&T. Additionally, all message toll charges associated with the use of the dial circuit by AT&T will be the responsibility of AT&T. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

18.4 All equipment, including modems and software, that is required on AT&T's end for the purpose of data transmission will be the responsibility of AT&T.

19 Intercompany Settlements Messages

19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by AT&T 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 AT&T and the involved company(ies), unless that company is participating in NICS.

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

19.3 Once AT&T is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's (formerly BellCore), its successor or assign, NICS system.

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

19.5 BellSouth will receive the monthly CATS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of AT&T.

BellSouth will distribute copies of these reports to AT&T on a monthly basis.

19.6 BellSouth will collect the revenue earned by AT&T 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 AT&T. BellSouth will remit the revenue billed by AT&T to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf of AT&T. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AT&T via a monthly Carrier Access Billing System ("CABS") miscellaneous bill.

19.7 BellSouth will collect the revenue earned by AT&T 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 AT&T. BellSouth will remit the revenue billed by AT&T 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 AT&T via a monthly CABS miscellaneous bill.

19.8 BellSouth and AT&T agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

OPTIONAL DAILY USAGE FILE

1 Upon written request from AT&T, BellSouth will provide the Optional Daily Usage File ("ODUF") service to AT&T pursuant to the terms and conditions set forth in this section.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an AT&T end user.

Charges for delivery of the Optional Daily Usage File will appear on the AT&Ts' monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.

4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions ("ATIS") EMI record format.

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

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

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to the AT&T:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

-N11
-Information Service Provider Messages
-Operator Services Messages
-Operator Services Message Attempted Calls (UNE only)
-Credit/Cancel Records
-Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to AT&T.

6.1.4 In the event that AT&T detects a duplicate on Optional Daily Usage File they receive from BellSouth, AT&T will drop the duplicate message (AT&T will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to AT&T via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 AT&T 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. AT&T will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AT&T by BellSouth.

6.5 Control Data

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

6.6 Testing

6.6.1 Upon request from AT&T, BellSouth shall send test files to AT&T 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 AT&T set up a production (LIVE) file. The live test may consist of AT&T's employees making test calls for the types of services AT&T requests on the Optional Daily Usage File. These test calls are logged by AT&T, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

ENHANCED OPTIONAL DAILY USAGE FILE

1 Upon written request from AT&T, BellSouth will provide the Enhanced Optional Daily Usage File ("EODUF") service to AT&T pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 AT&T shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on the AT&Ts' monthly bills. The charges are as set forth in Exhibit A to this Attachment 6, incorporated herein by this reference.

5 All messages will be in the standard Alliance for Telecommunications Industry Solutions ("ATIS") EMI record format.

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

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

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to AT&T:

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

7.1.2 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 AT&T.

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

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to AT&T over their existing ODUF feed. The EODUF messages will be intermingled among AT&T's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

7.3 Packing Specifications

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

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

7.3.3 THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BST'S PROPOSAL

ATTACHMENT 6

EXHIBIT E [DISAGREE]

CALL FLOW MATRIX

FOR BELLSOUTH'S POSITION, SEE ISSUE NO. 12

ATTACHMENT 7

INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR AND PRE-ORDERING

DISAGREE:

1.1
3.20
4.2.1
Exhibit A

OPEN/AT&T:	OPEN/BST
6	4.6
	4.7

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INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR AND PRE-ORDERING

1 General Conditions

1.1 DISAGREE

AT&T PROPOSAL: This Attachment 7 sets forth the terms and conditions under which BellSouth will provide AT&T access to the following BellSouth Operations Support Systems ("OSS") functions. Access to these functions shall be via various interfaces and personnel and may be used by AT&T for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel. **In addition to the electronic interfaces, BellSouth shall provide to AT&T any manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via BellSouth's Local Service Center, and for repair and maintenance functions through BellSouth's Local Operations Center. AT&T shall use its best efforts to utilize BellSouth's electronic interfaces. However, should AT&T use manual processes, AT&T shall pay BellSouth the additional charges associated with these manual processes, as set forth in this Agreement.**

BST PROPOSAL:

This Attachment 7 sets forth the terms and conditions under which BellSouth will provide AT&T access to the following BellSouth Operations Support Systems ("OSS") functions. Access to these functions shall be via various interfaces and personnel and may be used by AT&T for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel. **Ordering of Services and Elements shall be electronic in all instances except where electronic ordering capability has not been developed for the particular Services and Elements being ordered or in the instance where the electronic interface is temporarily unavailable. If the electronic interface is not available, orders may be sent to BellSouth via facsimile, United States Mail, or in a manner otherwise agreed to by the Parties. BellSouth's current interfaces to OSS functions are:**

Interfaces	Function
EDI, TAG, LENS, LENS99	**Ordering**
TAG, LENS, LENS99	**Pre-order**
EDI, TAG, LENS, LENS99, CSOTS	**Provisioning**
EBI (ECTA), TAFI	**Maintenance and Repair**
CABS, CRIS, BIBS	**Billing and Recording**

1.2 BellSouth will provide AT&T with access to the interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. BellSouth shall provide AT&T a minimum of fifteen (15) calendar days advance notice of any scheduled maintenance.

1.3 Downtime shall be scheduled when systems experience minimum usage.

1.4 Single Point of Contact ("SPOC")

1.4.1 BellSouth will provide a SPOC to provide technical support for the interfaces described herein. AT&T will also provide a SPOC for technical issues related to said interfaces.

1.4.2 BellSouth will provide a SPOC for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's Services and Elements.

1.4.3 BellSouth and AT&T will provide one another with toll-free contact numbers for their respective SPOCs.

1.5 The Parties agree that the current Change Control Process attached hereto as Exhibit A, and incorporated herein by this reference, will be used to manage changes to existing interfaces, introduction of new interfaces and retirements of interfaces. AT&T and BellSouth agree to comply with the provisions of the current Change Control Process.

1.6 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to AT&T under this

Agreement must be at least equal in quality to that provided by BellSouth to itself and its affiliates. The service standards, measurements and performance incentives applicable to the interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

1.7 AT&T and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, AT&T and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or format and when to implement the ATIS and its associated committees standard or format.

1.8 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange ("CARE")], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

2 Pre-ordering

2.1 BellSouth shall provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user record information.

2.2 BellSouth shall provide AT&T with non-discriminatory access to the loop qualification information that is available to BellSouth, so that AT&T can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that AT&T intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited

to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.3 BellSouth and AT&T will provide access to customer service record information where the Parties have the appropriate written authorization from the customer. Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that AT&T and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain the letters of authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an AT&T customer, BellSouth is required to complete a Customer Service Information Query ("SCIQ") form and send via facsimile to AT&T. AT&T will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). AT&T will provide the CSR and return via facsimile both the CSIQ form and the CSR within 48 hours or 2 business days, if the first of the two days falls on a Friday or a holiday. The provisioning of local service for the territory served by BellSouth is handled by AT&T's work center located in Atlanta, Georgia. The work center's facsimile telephone number is (404) 329-2169. Voice inquires on the CSIQ should be directed to (404) 982-6611.

3 Ordering and Provisioning

3.1 BellSouth will recognize AT&T as the customer of record for services ordered by AT&T pursuant to this Agreement and will send all notices, invoices and pertinent information directly to AT&T. Except as otherwise specifically provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T end users.

3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way

disparage or discriminate against the other Party, or its products or services.

3.3 BellSouth will provide access to ordering and provisioning functions via the interfaces as set forth in Section 1.1 of this Attachment 7. To order the services, AT&T will format the service request pursuant to the requirements of the interface utilized.

3.4 AT&T may submit, and BellSouth will accept, orders for Services and Elements on a single service request per end user account.

3.5 Currently all telecommunications services for resale; unbundled network elements, and interconnection are requested via BellSouth's Local Service Request ("LSR"). The exception to this is an industry wide exception dealing with ordering interconnection local trunking which is ordered on an Access Service Request ("ASR"). Ordering procedures are as outlined in the ordering guide posted on the web. Changes or additions to ordering procedures resulting from new Services and Elements shall be provided to AT&T through its account team and BellSouth's Internet website and shall comply with Exhibit A, attached hereto and incorporated herein by this reference.

3.6 BellSouth shall provide all ordering and provisioning services to AT&T during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by AT&T outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.

3.7 If AT&T requests that BellSouth perform provisioning services at times or on days other than as required in the preceding sentence, BellSouth shall provide AT&T a quote for such services consistent with the provisions set forth in Exhibit A of Attachment 2 of this Agreement, incorporated herein by this reference.

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

3.9 Upon request from AT&T, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any

order for Services and Elements which include any new AT&T telephone number.

3.10 BellSouth will provide AT&T with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide AT&T with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.

3.11 AT&T will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify AT&T if the DDD cannot be met. BellSouth will make best effort to meet the DDD for service requests.

3.12 If, during the provisioning visit to the AT&T end user premises, the AT&T end user requests additional work, BellSouth will contact AT&T for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify AT&T if a subsequent visit is required.

3.13 Expedite and Escalation Procedures:

3.14 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, AT&T must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise AT&T of this date on the FOC. If the date on the FOC does not meet AT&T's expedited request, AT&T may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise AT&T of any charges at the time the offered date is provided. BellSouth will provide an escalation list to AT&T containing the names and numbers of the appropriate personnel escalations are to be referred.

3.15 When AT&T orders Services and Elements pursuant to this Agreement, BellSouth shall provide notification electronically of any instances when (1) BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any service, (2) an order contains Rejections/Errors in any of the data element(s) fields, or (3) completion

notice. When AT&T orders Services and Elements pursuant to this Agreement manually, BellSouth shall provide notification in the same manner in which it was sent of any instances when an order contains Rejections/Errors in any of the data element(s) fields. Any other notification or request for manual orders shall be available through BellSouth's Internet web site. Such notice will be made as soon as the jeopardy or reject is identified.

3.16 BellSouth and AT&T will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by AT&T pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.

3.17 Where BellSouth provides installation on behalf of AT&T, BellSouth shall advise the AT&T end user to notify AT&T immediately if the AT&T end user requests a service change at the time of installation.

3.18 Upon AT&T's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.

3.19 Unless otherwise ordered by AT&T, when AT&T orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. AT&T shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

3.20 DISAGREE

AT&T PROPOSAL:

For the currently combined loop-port combination, BellSouth shall establish an unbundled network element infrastructure to support the ordering of local service utilizing BellSouth's NIDs, loops, switching and interoffice transport.

The UNE-Platform will consist of two orders sent from AT&T to BellSouth; the first is the footprint combination order, and the second is the end user UNE-P combination order.

The footprint combination order shall instruct BellSouth to establish the common equipment necessary to provide local

service from a given central office. AT&T will transmit one footprint order for each BellSouth central office.

The end user UNE-P order shall request that BellSouth provide a NID, loop, and vertical switching features for a specific AT&T local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.

BST PROPOSAL:

[BST TO PROVIDE PROPOSAL]

4 Maintenance

4.1 BellSouth shall perform maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 7 and as set forth in the Operational Understanding between BellSouth and AT&T Maintenance Centers ("Operational Understanding"), incorporated herein by this reference.

4.2 BellSouth shall provide AT&T with access to matineannce and repair fucntion sthrouigh its TAFI and EBI/ECTA interfaces.

4.2.1 DISAGREE

AT&T PROPOSAL: The functionality provided through the EBI/ECTA interface shall be the same as that provided through the TAFI interface, as detailed in Section 4.2.2 below of this Attachment 7.

BST PROPOSAL: The functionality provided through the EBI/ECTA interface shall be as set forth in the adopted applicable national standards.

4.2.2 When providing repair service for an AT&T end user, the TAFI interface shall allow AT&T personnel to: (i) enter a trouble ticket into the BellSouth maintenance system; (ii) track the current status on all AT&T end user repair tickets; (iii) receive "estimated time to repair" on a real time basis; (iv) if the trouble is feature related, display a list of the products and services that are programmed on a resold line or loop/port combination; (v) cause TAFI to perform an electronic test at the time of ticket entry and to display the test results on the screen; (vi) display pending orders associated with a resold line or loop/port

combination; (vii) view the LMOS trouble report; (viii) query the switch serving the resold line or loop/port combination and view the current central office translations associated with said line or combination; (ix) view both abbreviated and extended trouble histories for a resold line or loop/port combination record in LMOS; (x) view the end user's resold line or loop/port combination record in LMOS; (xi) if the trouble is feature related, add or delete features to a resold line or loop/port combination; and (xii) route a repair ticket to the appropriate BellSouth work group for trouble handling (e.g., field dispatch, central office dispatch, further analysis of trouble by BellSouth personnel).

4.3 BellSouth service technicians shall provide to AT&T end users repair service that is at least equal in quality to that provided to BellSouth end users and trouble calls from AT&T shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an AT&T end user or a BellSouth end user.

4.4 For services provided through resale, BellSouth agrees to provide AT&T with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide AT&T written notification of Central Office conversions and such conversions consistent with the Operational Understanding.

4.5 Maintenance charges for premises visits by BellSouth technicians shall be billed by AT&T to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact AT&T for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit to the end user, (iv) notify AT&T if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to AT&T.

4.6 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the end user. The BellSouth technician shall obtain the end user's signature upon said form, and then use the signed form to input maintenance charges into BellSouth's billing database. **[BellSouth will provide AT&T with electronic notice of the applicable time**

and material charges agreed to by the end user at the time of repair ticket closure. The time and material charges are to be itemized by time spent, cost per hour, price of each material used, and total for the maintenance charges.] [OPEN-BST]

4.7 **[BellSouth shall provide AT&T with prior notification, when possible, in the event that a BellSouth repair person is unable to keep a scheduled repair visit. If prior notice is not given and a scheduled repair visit is missed, then BellSouth shall notify AT&T within two (2) hours that the repair visit was missed.] [OPEN-BST]**

5 Operational Readiness Test ("ORT")

5.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct Operational Readiness Testing ("ORT") which will allow for the testing of the systems, interfaces, and processes for the OSS functions.

5.2 For each OSS training class offered by BellSouth, AT&T shall receive at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to AT&T on the BST Website

5.3 Prior to live system usage, AT&T will complete user education classes for BellSouth-provided interfaces that affect the BellSouth network.

6 [Joint Implementation Agreement Development

6.1 AT&T and BellSouth agree to develop a project plan for each interface that explicitly identifies all essential activities, sequence and interrelationship of these activities and the target completion dates for each activity identified. The project plans will reflect, on an on-going basis, delivery of target interfaces as discussed and agreed to within each preceding section.

6.2 AT&T and BellSouth recognize that the preceding project plans are not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, AT&T and BellSouth agree to document the additional technical and operational details in the form of a Joint Implementation Agreement ("JIA"), according to the industry standards established by OBF These JIAs may be modified by mutual agreement of the Parties.

6.3 **AT&T and BellSouth agree to document both a topical outline for the JIAs, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. By mutual agreement, specific paragraphs or entire sections of the overall Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within thirty (30) days of issue resolution.**

Performance measurements shall be established pursuant to Attachment 9 of this Agreement, incorporated herein by this reference.] [OPEN-AT&T]

BELLSOUTH

CHANGE CONTROL PROCESS

INTERIM

CCP.DOC

VERSION 1.5

APRIL 26, 2000

The following document consolidates input from CLECs and BellSouth. It is a working document for discussion purposes only.

Issued: 04/26/00

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

BellSouth Telecommunications reserves the right to revise this document for any reason, with concurrence of the CLEC/BellSouth Review Board, including but not limited to, conformity with standards promulgated by various government or regulatory agencies, utilization of advance in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. LIABILITY TO ANYONE ARISING OUT OF USE OR RELIANCE UPON ANY INFORMATION SET FORTH HEREIN IS EXPRESSLY DISCLAIMED, AND NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE ACCURACY OR UTILITY OF ANY INFORMATION SET FORTH HEREIN.

This document is not to be construed as a suggestion to any manufacturer to modify or change any of its products, nor does this document represent any commitment by BellSouth Telecommunications to purchase any product whether or not it provides the described characteristics.

This document is not to be construed as a contract. It does not create an obligation on the part of BellSouth Telecommunications or the Competitive Local Exchange Carriers to perform any modification, change or enhancement of any product or service.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under any patent, whether or not the use of any information herein necessarily employs an invention of any existing or later issued patent.

VERSION CHANGE HISTORY

This section list changes made to the baseline Electronic Interface Change Control Process document since the last issue. New versions of this document may be obtained via BellSouth's Web site.

Version	Issue Date	Section Revised	Reason for Revision
1.0	04/14/98		Initial issue.
1.2	2/28/00	All	The EICCP Documentation has been modified to incorporate: - Multiple Change Request Types (CLEC Initiated, BST Initiated, Industry Standards, Regulatory and System Outages) - Incorporated manual process - Defined cycle times for process intervals and notifications - Defect Notification process - Escalation Process - Modified Change Control forms to support process changes - Changed EICCP to CCP
1.3	3/14/00	All	The CCP Documentation has been modified to incorporate: - Type 6 Change Request, CLEC Impacting Defect - Increased number of participants at Change Review meetings - Changed cycle time for Types 2-5 Step 3 from 20 days to 15 days - Defined Step 4 of the Defect Notification process to include communicating the workaround to the CLEC community - Web Site address for Change Control Process - Notification regarding the Retirement and Introduction of new interfaces

			- New status codes for Defect Change Requests - New status codes: 'S' for Scheduled Change Requests and 'I' for Implemented Change Requests (types 2-5 Change Requests) - Removed reference to EDI Helpdesk. Electronic Communications Support (ECS) will be the first point of contact for Type 1 System Outages. - Word changes to provide clarification throughout the document.
1.4	4/12/00	All	The CCP Documentation has been modified to incorporate: - Type 1 and 6 Notifications will be communicated to CLECs via e-mail and web posting - Step 3 Cycle Time (Types 2-5) changed from 15 business days to 20 business days - Verbiage to Step 10 (Types 2-5) regarding BellSouth presenting baseline requirements - Introduction and Retirement of New Interfaces Section - Dispute Resolution Process - Testing Environment Section - Word changes to provide clarification throughout the document - Monthly Status Meeting Agenda Template - RF1870 Change Request Form changes
1.5	4/26/00	Section 1 Section 8 Section 11	- Updated CCP web site address - Updated Escalation Contacts for Types 2-6 - Added definitions for Account Team and Electronic Communications Support (ECS)

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1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance)
- Defects

The scope of the Change Control Process **does not** include the following:

- BonaFide Requests (BFR)
- Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
- Contractual Agreements
- Collocation
- Testing Support (i.e. negotiating/coordinating test agreements and dates)
- Issue Resolution/Questions (i.e. questions associated with interface functionality, interpreting documentation)

Change Requests of this nature will be handled through existing BellSouth processes.

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

http://www.interconnection.bellsouth.com/
Select "Local Exchange Carriers"
Select "Change Control Process"

2.0 CHANGE CONTROL ORGANIZATION

The Change Control organizational structure supports the Change Control Process. Each position within the organization has defined roles and responsibilities as outlined in the Change Control Process Flow - Section 4 of this document. Identified positions, along with associated roles and responsibilities are as follows:

Change Review Participants. Representatives from Competitive Local Exchange Carriers (CLECs) and BellSouth. This team meets to review, prioritize, and make recommendations for Candidate Change Requests. The Candidate Change Requests are used as input to the Internal Change Management Processes (refer to process step 7).

CLECs and BellSouth will define points of contact in each of their companies for communicating and coordinating change notification. All change requests are made in writing. Notifications will be posted to the BellSouth web site.

Each company may bring the number of participants necessary to represent their position. If the number of participants grows to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.

BellSouth Change Control Manager (BCCM). The BCCM is responsible for managing the Change Control Process and is the main point of contact for Types 2 – 6 changes. This individual maintains the integrity of the Change Requests, prepares for and facilitates the Change Review Meetings, presents the Pending Change Requests to the BST Internal Change Management Process, and ensures that all Notifications are communicated to the appropriate parties.

CLEC Change Control Manager (CCCM). The CCCM is the CLEC point of contact for Change Requests. This individual is responsible for presenting and prioritizing Change Requests at the Change Review Meetings.

Release Management Project Team. A team of CLEC and BellSouth Project Managers who manage the implementation of scheduled changes and releases.

3.0 CHANGE CONTROL DECISION PROCESS

Change requests will be classified by Type. There are six Types:

Type 1 – System Outage

A Type 1 change is a BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface. If the System Outage is not resolved within 20 minutes, a notification will be provided via e-mail and posted to the web within one hour. Either BellSouth or a CLEC may initiate the change request. Type 1 system outages will be processed on an expedited basis. All Type 1 System Outages will be reported to the Electronic Communications Support (ECS) Help Desk. A Type 1 System Outage is a condition where the CLEC Pre-Orders/Orders/Queries/Maintenance Requests cannot be submitted or will not be accepted by BellSouth.

Type 2 – Regulatory Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts are Type 2 changes. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. While timely compliance is required, the systems requirements and methodology to achieve compliance are usually discretionary and within the scope of change management. Either BellSouth or a CLEC may initiate the change request.

Type 3 – Industry Standard Change.

Any non-Type 1 change to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines are Type 3 changes. Either BellSouth or a CLEC may initiate the change request.

Type 4 – BellSouth Initiated Change.

Any non-Type 1 change affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 5 – CLEC Initiated Change.

Any non-Type 1 change affecting interfaces between the CLEC's and BellSouth's operational support systems which the CLEC requests BellSouth to implement is a Type 5 change. These changes might involve system enhancements, manual and/or business processes. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require clarification. This classification does not include changes imposed upon these interfaces by third parties such as regulatory bodies (which are Type 2 Changes) or standards organizations (which are Type 3 Changes).

Type 6- CLEC Impacting Defects.

Any non-Type 1 change where a CLEC Impacting defect is found in a production environment when the system is not operating as specified in the baselined business requirements. The CLEC and/or BellSouth may initiate these types of changes affecting interfaces between the CLEC's and BellSouth's operational support systems. These type changes might also include issues for Pre-Orders, Orders, Queries, and Maintenance Requests that can be submitted and accepted, but may require workarounds or clarification.

Figure 3-1 shows the top-level process that will be used to evaluate Change Requests. The BellSouth Account Team(s) will handle BFR requests and production support issues. Enhancements and defects will be handled through the Change Control Process.

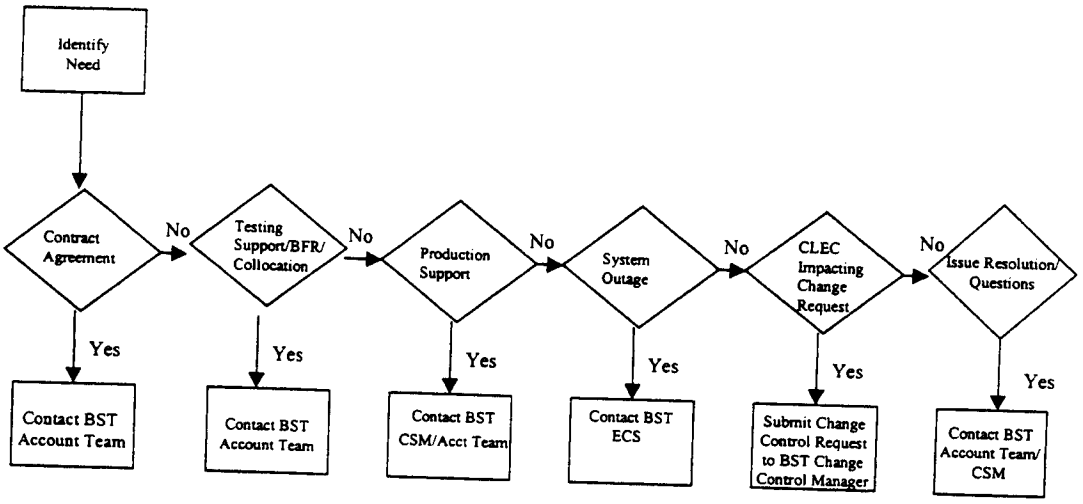


Figure 3-1. Change Control Decision Process

4.0 CHANGE CONTROL PROCESS FLOW

The following two sub-sections describe the process flows for typical Type 1 through Type 5 changes. Each sub-section will describe the cycle times for an activity and document accountability, sub-process activities, inputs and outputs for each step in the process. Section 5 of this document describes the process flow for Type 6 changes. Based on the categorization of the request, the following diagram will help guide a CLEC or BellSouth representative to the appropriate process flow based on Change Control Request Type:

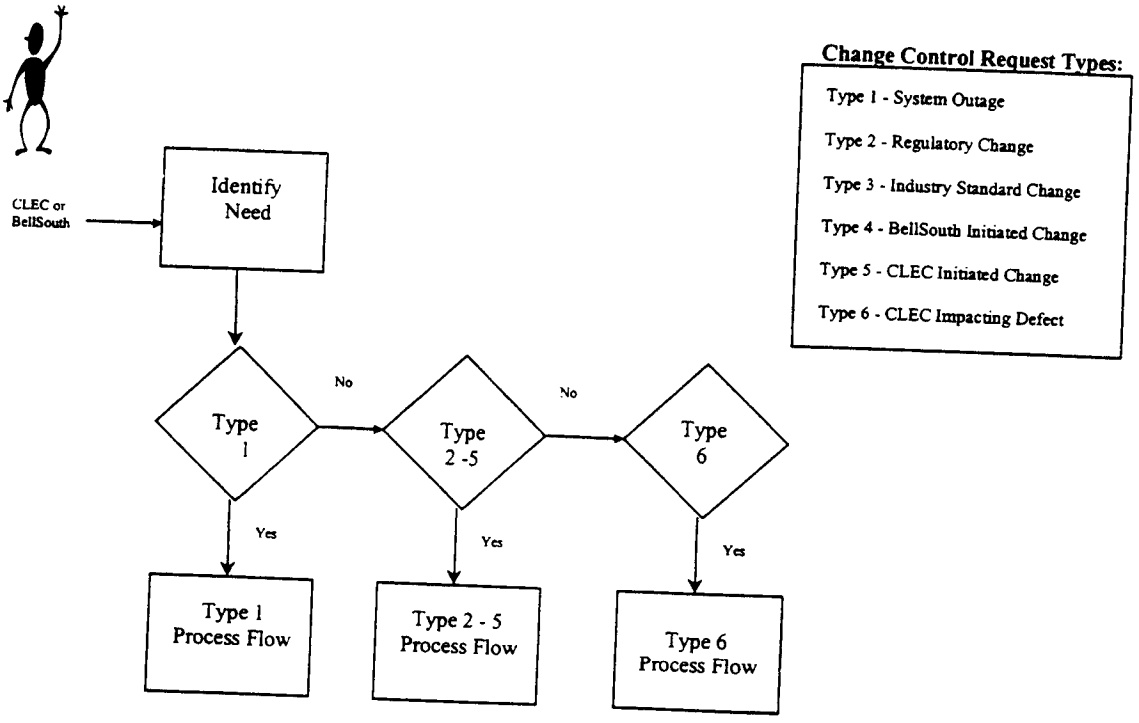


Figure 4-1. Change Control Process Flow

Part 1 - Type 1 Process Flow

Figure 4-2 provides the process flow for resolving a typical Type 1 - System Outage. The Electronic Communications Support (ECS) Group will work with the CLEC community to resolve and communicate information about system outages in a timely manner - actual cycle times are documented in table 4-1 and the sub-process steps. The ECS Helpdesk number is 888-462-8030.

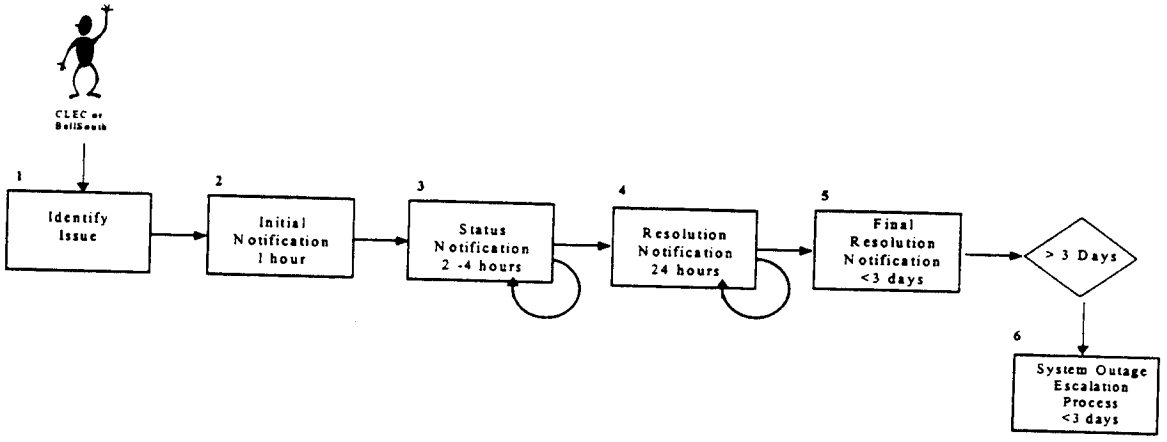


Figure: 4-2. Type 1 Process Flow

Table 4-1 describes the cycle times for each process step that is outlined in the Type 1 - System Outage Process Flow. These cycle times represent typical timeframes for completing the documented step and producing the desired output for the step. In sub-process step 2 "Initial Notification" timeframe for completing this step does not begin until after the outage has been reported. The sub-process steps 3 "Status Notification" and 4 "Resolution Notification" are iterative steps. Iterative steps will be performed one or more times until the exit criteria for that process are met. If resolution is not reached within 20 minutes, BellSouth will provide the initial notification to the CLEC community via e-mail and post outage information on the web.

Table 4-1. Type 1 Cycle Times

Process Description	1 **Identify Issue**	2 **Initial Notification**	3 **Status Notification**	4 **Resolution Notification**	5 **Final Resolution Notification**	6 **Escalation**
Cycle Time	N/A	1 hour E-mail & BST Website will be posted if outage exceeds 20 minutes	2 - 4 hours (Iterative)	24 hours (Iterative)	< 3 days	> 3 days System Outage Escalation Process

Note: The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.

The table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the Type 1 Process Flow. This process will be used to capture and communicate system outage information, status notification(s), resolution and notification(s), and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 4-2. Type 1 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM ECS	**IDENTIFY ISSUE:** 1. Internally determine if outage exists with BellSouth Electronic Interface. (The CLEC should perform internal outage resolution activities to determine if the potential problem involves the BellSouth Electronic Interface). 2. Call the BST Electronic Communications Support (ECS) help desk at 888-462-8030. 3. ECS and individual CLEC will determine if the problem is likely to have no impact on the industry. If there is no impact, the outage will be worked on a bilateral basis. 4. ECS will record and track the outage.	**INPUTS:** • Issue Characteristics • Call to ECS Helpdesk **OUTPUTS:** • Recorded Outage	N/A
2	ECS	**INITIAL NOTIFICATION:** 1. ECS will post to the Web an Initial Industry Notification that a BellSouth Electronic Interface outage has been identified. An e-mail to the CLECs participating in Change Control will also be distributed. 2. The CLEC initiating the Type 1 System Outage will need to be available for communications on an as needed basis. 3. ECS will continue to work towards the resolution of the problem 4. If outage is resolved, this notice is the first and final notification. The	**INPUTS:** • Recorded Outage **OUTPUTS:** • Industry Notification posted on Web • E-mail to CLECs participating in Change Control	1 Hour If System Outage is not resolved within 20 minutes, a notification will be sent to CLECs via e-mail and posted to the

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		process for the item has ended. Outage Information will be reported in the monthly status meeting by the BCCM.		web.
3	ECS	**STATUS NOTIFICATION: (ITERATIVE)** 1. If the outage is not resolved, ECS will continue to work towards the resolution on the problem. 2. ECS may communicate with the industry / affected parties. The following information may be discussed: • Clarification of outage • Current status of resolution • Agreement of resolution 3. If a resolution has not been identified continue giving status notifications to the industry and continue repeating Step 3 "Status Notification" via the web. 4. Proceed to Step 4 "Resolution Notification" when a resolution has been identified.	**INPUTS:** • Industry Notification posted on Web **OUTPUTS:** • Status Notification posted on Web • Resolution information	2-4 hour intervals
4	ECS CCCM	**RESOLUTION NOTIFICATION: (ITERATIVE)** 1. The resolution notification is posted to the Web. 2. If the item is determined to be a defect, the CLEC that initiated the call will submit a "Change Request Form" checking the defect box. 3. If the resolution is not the final resolution the process will loop back to Step 3 "Status Notification". BellSouth will continue to work towards the final resolution. 4. When the final resolution has been created, proceed to Step 5 "Final Resolution Notification".	**INPUTS:** • Status Notification posted on Web • Resolution information **OUTPUTS:** • Resolution Information posted on Web • Final Resolution Information	24 hours after reporting outage

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
5	ECS	**FINAL RESOLUTION NOTIFICATION:** 1. The final resolution notification is posted on the Web.	**INPUTS:** • Final Resolution Information **OUTPUTS:** • Final Resolution Notification	< 3 days
6	CCCM ECS	**ESCALATION** 1. Escalation is appropriate anytime the interval exceeds the recommended guidelines for notification. 2. Refer to the Type 1 - Escalation Process documented in Section 7.	**INPUTS:** • Information or concern relating to a Type 1 - Systems Outage **OUTPUTS:** • Documented Escalation • Escalation Response	➢ 3 days (The Escalation Process may be used at any time within Steps 3-6 if cycle times are not met and/or responses are not acceptable.)

Part 2 – Types 2-5 Process Flow

Figure 4-3 provides the process flow for reviewing, scheduling and implementing a typical Type 2-5 Change Request. The process diagram applies to Change Requests submitted via the Change Control Process. Change Requests should be submitted to the BellSouth Change Control Manager using the standard Change Request form template. This template can be acquired on the Change Control web page.

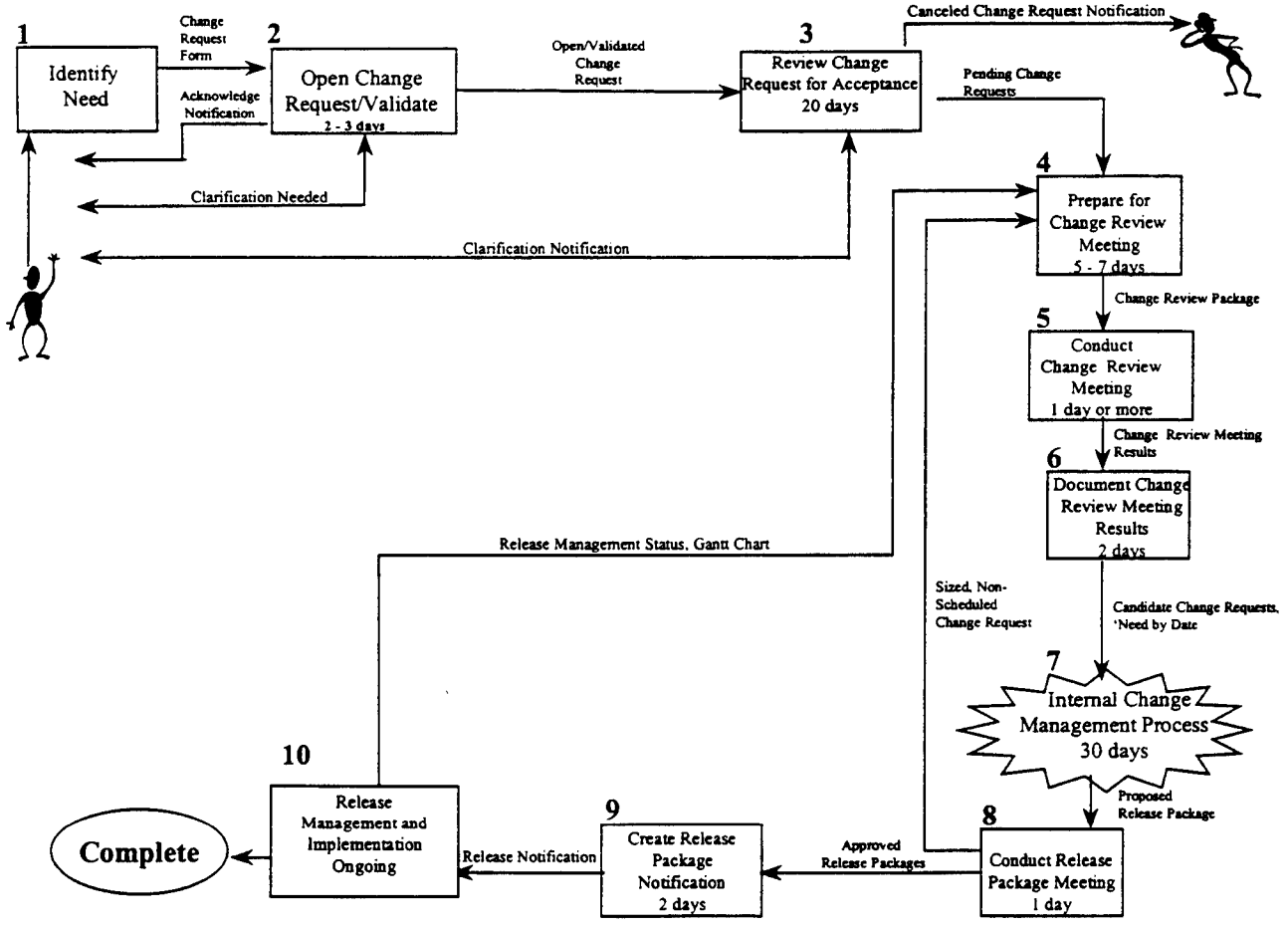


Figure 4-3. Change Control Process Flow

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

Based on the process flow outlined above:

- Software Release Notifications will be provided 30 days or more in advance of the implementation date.
- Documentation changes will be provided 30 days or more in advance of implementation date.
- CLEC notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Change Control process. This process will be used to develop Candidate Change Requests that will be used as input to the Internal Change Management Process. Steps shown in the table are sequential unless otherwise indicated.

Table 4-3. Types 2-5 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	**IDENTIFY NEED** 1. Internally determine need for change request. These change requests might involve system enhancements, manual and/or business process changes. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form according to Checklist. 3. Attach related requirements and specification documents. (See Attachment A-1A, Item 22) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth.	**INPUTS:** • Change Request Form (Attachment A-1) • Change Request Form Checklist (Attachment A-1A) **OUTPUTS:** • Completed Change Request Form with related documentation	N/A
2	BCCM	**OPEN CHANGE REQUEST/VALIDATE CHANGE REQUEST FOR COMPLETENESS** 1. Log Request in Change Request Log. 2. Send Acknowledgement Notification (Attachment A-3) via e-mail to originator.	**INPUTS:** • Completed Change Request Form with related documentation • Change Request Form Checklist • Change Request	2-3 Bus Days Clarification times would be in addition to cycle time.

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		3. Establish request status ('N' for New Request) 4. Review change request for mandatory fields using the Change Request Form Checklist. 5. Verify Change Request specifications and related information exists. 6. Send Clarification Notification via email to the originator (Attachment A-4) if needed. 7. Update Change Request Status to "PC" for Pending Clarification if clarification is needed. **CLEC or BellSouth Originator** If clarification is needed, make necessary corrections per Clarification Notification and submit Change Request Clarification Response (Attachment A-2).	Clarification Response **OUTPUTS:** • New Change Request • Acknowledgment Notification • Validated Change Request • Clarification Notification • Industry Notification posted on web	
3	BCCM	**REVIEW CHANGE REQUEST FOR ACCEPTANCE** 1. Review Change Request and related information for content. 2. Determine status of request: • If change already exists or training issue forward Cancellation Notification (Attachment A-3) to CCCM or BCCM and update status to 'C' for Request Canceled or 'CT' for Training. If Training issue, refer to CSM or Account Team. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is accepted, update Change Request status to "P" for Pending in Change Request Log. • If a request is not accepted, update change request status to 'CB' for "Cancelled BellSouth" and provide notification and explanation to originator.	**INPUTS:** • New Change Request • Validated Change Request • Clarification Notification (if required) **OUTPUTS:** • Pending Change Request • Clarification Notification (if required) • Cancellation Notification (if required) • CR status updated on web	20 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		NOTE: See Section 9.0 Terms and Definitions – Change Request Status for valid status codes and descriptions. 3. Change Request reviewed for impacted areas (i.e., system, manual process, documentation) and adverse impacts. 4. BST may reject the change request based on the following reasons: cost/benefit, resource commitments, industry direction or BellSouth direction and will provide notification to the originating party.		
4	BCCM CCCM	**PREPARE FOR CHANGE REVIEW MEETING** NOTE: These activities take place to prepare for Change review meetings when prioritizations take place. **BCCM** 1. Prepare an agenda. 2. Make meeting preparations. 3. Update Change Request Log with current status for new and existing Change Requests. 4. Prepare and post Change Request Log to web. **CCCM** 1. Analyze Pending Change Requests. 2. Determine priorities for change requests and establish "Desired/Want" dates. 3. Create draft Priority List to prepare for Change Review meeting.	**INPUTS:** • Pending Change Request Notifications • Project Release Status (Step 10) • Change Request Log **OUTPUTS:** • Change Request Log • CLEC Draft Priority List	5-7 Bus Days
5	BCCM CCCM	**CONDUCT CHANGE REVIEW MEETING** **Monthly Status Meetings** 1. Communicate regulatory mandates. 2. Review status of pending/approved Change Requests (including defects) at monthly status meeting.	**INPUTS:** • Change Request Log • CLEC Draft Priority List • Desired/Want Dates • Impact analysis **OUTPUTS:** • Meeting minutes • Updated Change Request	1 Bus Day (or as needed based on volume) Meeting Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		3. Review current Release Management statuses. **Prioritization Meetings (held as needed based on published release schedule)** 1. Follow Steps 1-3 from Monthly Status Meetings. 2. Initiators present Change Requests. 3. Discuss Impacts. 4. Prioritize Change Requests. 5. Develop final Candidate Requests list of Pending Change Requests by interface, 'Need by Dates' and prioritized Change Requests. 6. Update Change Request Log to 'CRC' for Change Review Complete, 'RC' for Candidate Request List, as appropriate. 7. Review issues and action items and assign owners.	Log • Candidate Change Request List • Issues and Actions Items (if required)	
6	BCCM	**DOCUMENT CHANGE REVIEW MEETING RESULTS** 1. Prepare and distribute outputs from Step 5.	**INPUTS:** • Change Request Log • Final Candidate Request List **OUTPUTS:** • Updated Change Request Log • Web posting of meeting output	2 Bus Days
7	BCCM CCCM	**INTERNAL CHANGE MANAGEMENT PROCESS** 1. Both BellSouth and CLECs will perform analysis, impact, sizing and estimating activities only to the Candidate Change Requests that meet the criteria established by the Internal Change Management Process. This ensures that participating parties are reviewing capacity and impacts to schedules before assigning resources to activities.	**INPUTS:** • Candidate Change Request List with agreed upon 'Need by Dates' • Change Request Log **OUTPUTS:** • BellSouth's Proposed Release Package	30 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
8	BCCM CCCM	**CONDUCT RELEASE PACKAGE MEETING** 1. Prepare agenda. 2. Make meeting preparations. 3. Evaluate proposed release schedule. 4. Non-scheduled Change Requests returned to Step 4 as Input for the "Prepare for Change Review Meeting" process. 5. Based on BST/CLEC consensus create Approved Release Package. 6. Identify Release Management Project Manager, if possible. 7. Establish date for initial Release Management Project Meeting. 8. All Change Requests that are in the approved scheduled release will be changed to "S" status for "Scheduled".	**INPUTS:** • BellSouth's Proposed Release Package • BellSouth's Release Schedule • Change Request Log **OUTPUTS:** • Approved Release Package • Updated Change Request Log • Meeting Minutes • Scheduled Change Requests • Non-Scheduled Change Requests (Return to Step 4) • Date for initial Release Management Project Meeting	1 Bus Day
9	BCCM	**CREATE RELEASE PACKAGE NOTIFICATION** 1. Develop and distribute Release Notification Package via web.	**INPUTS:** • Approved Release Package **OUTPUTS:** • Release Package Notification	2 Bus Days after Release Package Mtg.
10	BCCM (Project Managers from each participating company)	**RELEASE MANAGEMENT AND IMPLEMENTATION** 1. Provide Project Management and Implementation of Release (See Release Management @ Appendix B). 2. Lead Project Manager communicates Release Management Project status to BCCM for inclusion in Monthly Status Meetings. 3. BellSouth Business Requirements will be presented to CLECs. If needed, changes will be incorporated and requirements re-baselined. 4. Once a Change Request is implemented in a release, the status will be changed to "I" for Change Implemented.	**INPUTS:** • Approved Release Package Notification **OUTPUTS:** • Project Release Status • Implementation Date • Project Plan, Work Breakdown Schedule, Risk Assessment, Executive Summary, etc • Implemented Change Request	Ongoing

5.0 DEFECT NOTIFICATION PROCESS

A CLEC identified defect will enter this process through the Change Management Team. If the defect is validated internally, it will route through this process, and notification provided to the CLEC community via e-mail and web posting. CLEC Notification of documentation updates (non-system changes) will be posted 5 (five) business days in advance of documentation posting date.

Figure 5-1 provides the process flow for the validation and resolution of a Type 6 Change – CLEC Impacting Defect.

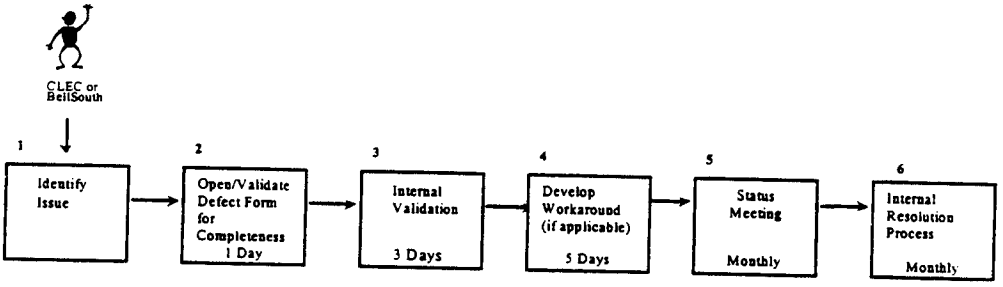


Figure 5-1. Type 6 Process Flow

The table below details the steps, accountable individuals, tasks, inputs/outputs and cycle times of each sub-process in the Type 6 Process Flow. This process will be used to validate defects, provide defect and status notification(s), workarounds and final resolution to the CLEC community. Steps shown in the table are sequential unless otherwise indicated.

Table 5-1. Type 6 Detail Process Flow

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
1	CCCM BCCM	**IDENTIFY NEED** 1. Identify Defect. 2. Originator and CCCM or BCCM should complete the standardized Change Request Form indicating that it is a defect. 3. Attach related requirements and specification documents. These attachments should include the following: • PON • OCN • Specific Scenario • Interface(s) affected • Error message (if applicable) • Release or API version (if applicable) 4. Appropriate CCCM/BCCM submits Change Request Form and related information via e-mail to BellSouth Change Management Team.	**INPUTS:** • Change Request with defect indicated **OUTPUTS:** • Completed Change Request Form (with related documentation if necessary)	N/A
2	BCCM	**OPEN & VALIDATE DEFECT FORM FOR COMPLETENESS** 1. Log Defect in Change Request Log. 2. Send Acknowledgment Notification via email to initiating CLEC. 3. Establish Defect status ('N' for New Defect). 4. BCCM reviews change request for mandatory fields using the Change Request Form Checklist. 5. Verify Defect specifications and related information exists. 6. Send Clarification Notification via email to the originator if needed. 7. Update Defect Status to' PC' for Pending Clarification if clarification is	**INPUTS:** • Completed Change Request Form (with related documentation if necessary) **OUTPUTS:** • New Defect • Acknowledgment Notification • Clarification Notification (if required)	1 Bus Day

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		needed. If clarification is needed, CLEC or BST originator makes necessary corrections per Clarification Notification and submits via email Defect Clarification Response.		
3	**BCCM**	**INTERNAL VALIDATION** 1. Validate that it is a defect. 2. Perform internal defect analysis. 3. Determine status of request: • If change already exists or training issue forward Cancellation Notification to CCCM or BCCM and update status to 'C' for Request Cancelled or 'CT' for Training. If Training issue, refer to CSM or Account Team. • Send Clarification Notification via email if needed and update status to 'PC' for Pending Clarification. • If Change Request Clarification Notification not received, validate with CLEC that change request is no longer needed. • If request is valid, update Change Request status to 'V' for Validated Defect. • If the process is operating as specified in the baselined requirement, the "Defect Request" will be cancelled and supporting information provided via email to the originator. Update Change Request status to 'DC' for Defect Cancelled and send Cancellation Notification via email to originator. • If issue is re-classified as a feature change, update Change Request status to "P" for Pending and provide supporting information via email to the originator. **NOTE**: See Section 9.0 Terms and Definitions – Defect Status for valid status codes and descriptions. Defect notification will be provided to	**INPUTS:** • New Defect **OUTPUTS:** • Validated Defect • Defect notification to CLEC community via e-mail and web posting • Clarification Notification (if required) • Cancellation Notification (if required)	3 Bus Days

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		CLEC community via e-mail and web posting.		
4	BCCM	**DEVELOP WORKAROUND (IF APPLICABLE)** 1. Defect workaround identified. 2. Change Request status changed to "W" for workaround identified. 3. Workaround is communicated via e-mail to originating CLEC. 4. If appropriate, communication to the CLEC community regarding workaround will be discussed via conference call. Defect workaround notification will be provided to CLEC community via e-mail and web posting. If it is determined that additional time is needed to develop workaround due to the complexity of the defect, notification will be provided to CLEC community via e-mail and web posting.	**INPUTS:** • Validated Defect • Clarification Notification (if required) **OUTPUTS:** • Workaround (if applicable) • Clarification Notification (if required) • Cancellation Notification (if required) • E-mail and web posting of workaround	5 Bus Days
5	BCCM	**MONTHLY STATUS MEETING** 1. Provide status of Defect. 2. Solicit CLEC/ BST input. 3. Update Defect information as needed.	**INPUTS:** • Defects Received • Change Request Log • Defect Analysis • Workaround (if applicable) **OUTPUTS:** • Updated status • Updated Change Request Log • Meeting minutes	Monthly
6	BCCM	**INTERNAL RESOLUTION PROCESS** 1. Schedule and evaluate Defects based on capacity and business impacts. 2. Update status of scheduled Defects to 'S' for Scheduled. 3. Provide status and Defect Release Schedule at next Monthly Status Meeting. 4. Update status of Implemented Defects	**INPUTS:** • CLEC/ BST input **OUTPUTS:** • Defect Release Schedule • Scheduled Defects • Implemented Defects	Monthly

Step	Accountability	Sub-processes Activities	Inputs and Outputs	Cycle Time
		to 'I' for Implemented.		

6.0 CHANGE REVIEW

Part 1 – Change Review Meeting

The Change Review meeting provides the forum for reviewing and prioritizing Pending Change Requests, generating Candidate Change Requests, submitting Candidate Change Requests for sizing, and reviewing the status of all release projects underway. Status update meetings will be held monthly and are open to all CLEC's. Meetings will be structured according to category (pre-order, order, and maintenance, etc.). Prioritization meetings will be scheduled to coincide with the published release schedules. For non-system impacting changes, there will be a 5 (five)-business day notice for documentation updates. The prioritization meeting dates will be communicated when the release schedule is published.

During the Change Review Meeting each originator of a Change Request will be allowed 5 (five) minutes to present their Change Request. A question and answer session not to exceed 15 minutes will follow this presentation. After all presentations for a particular interface are complete, the prioritization process will begin.

The Change Request Log will be distributed 5 - 7 (five to seven) business days prior to the Change Review meeting. A valid and complete Change Request must be received 33 business days prior to the Change Review Meeting to be placed on the agenda for the next scheduled meeting.

Note: Status Meetings will occur monthly. Prioritization meetings will be scheduled to coincide with the published release schedules and will include the monthly status meeting agenda items.

Part 2 – Change Review Package

The Change Review Package will be distributed to all participants 5 – 7 (five to seven) business days prior to the Change Review meeting. The package will include the following:

- Meeting Notice
- Agenda
- Change Request Log (List of Change Requests to be reviewed)

- Reference to Change Control Process on the BST website (for CLECs not familiar with the process, new CLECs or CLECs that choose to participate after the initial rollout)
- Status Reports from each of the active Release Management Project Teams

Part 3 – Prioritizing Change Requests

Prior to the Change Review Meeting, each participating CLEC should determine priorities for change requests and establish "desired/want" dates. The CLEC should use the Preliminary Priority List form as provided via the web.

Final prioritization will be determined at the Change Review meeting after presentation of the Change Requests for each category.

Prioritization Voting Rules

- Voting on an interface not used by the CLEC is prohibited
- One vote per CLEC, per interface
- No proxy voting
- Each company may bring the number of participants necessary to represent their position. If the number of participants grow to be unmanageable, CLECs and BellSouth will revisit the issue of representation to apply some restrictions.
- Forced Ranking (1 to N, with N being the highest) will be used
- Votes will be tallied to determine order of ranking
- Changes will be ranked by category, by interface
- Manual processes and documentation will be prioritized separately; however they will need to be synchronized with the electronic interface changes
- Sizing and sequencing of prioritized change requests will begin with the top priority items and continue down through the list until the capacity constraints have been reached
- In case of a tie, the affected Changes will be re-ranked and prioritized based on the re-ranking

Example: The top 2 Changes from high to low are E5 and E2, with E1 and E4 tied for 3rd. E1 and E4 would be re-ranked and prioritized according to the re-ranking.

Pre-Order LENS	CLEC 1	CLEC 2	CLEC 3	Total
E1	3	6	1	10
E2	4	2	6	12
E3	6	1	2	9
E4	2	4	4	10
E5	5	5	3	13
E6	1	3	5	9

7.0 INTRODUCTION AND RETIREMENT OF INTERFACES

Introduction of New Interfaces

BellSouth will introduce new interfaces to the CLEC Community as part of the Change Control Process. A description of the proposed interface will be submitted to the BCCM. The BCCM will add an agenda item to discuss the new interface at the monthly status meeting. BellSouth will be given 30 – 45 minutes to present information on the proposed interface. If BellSouth requests additional time for the presentation, a separate meeting will be scheduled to review the proposed interface, so that, the information can be presented in its entirety. The objective will be to identify interest in the new interface and socialize ideas. BellSouth will provide specifications on the interface being developed to the CLEC Community. As new interfaces are deployed, they will be added to the scope of this document as appropriate, based on the use by the CLEC community and requested changes will be managed by this process.

Retirement of Interfaces

The retirement of interfaces will not be part of the Change Control Process. As active interfaces are retired, BellSouth will post a CLEC Notification Letter to the web six (6) months prior to the retirement of the interface. BellSouth will have the discretion to give provide shorter notifications (30-60 days) on interfaces that are not actively used and/or have low volumes.

8.0 ESCALATION PROCESS

Guidelines

- The ability to escalate is left to the discretion of the CLEC based on the severity of the missed or unaccepted response/resolution.
- Escalations can involve issues related to the Change Control process itself.
- For change requests, the expectation is that escalation should occur only after normal Change Control procedures (e.g. communication timelines) have occurred per the Change Control agreement.
- Three levels of escalation will be used.
- For Type 1 issues, the escalation process is agreed to allow BellSouth a one day turnaround for each cycle of escalation.
- For Types 2-5 issues, the escalation process is agreed to allow BellSouth a five day turnaround for each cycle of escalation.
- Each level will go through the same Cycle, which is described below.
- All escalation communications may be optionally distributed by the CLEC to the industry and BellSouth Change Control e-mail unless there is a proprietary issue.

Cycle for Type 1 System Outages

Contact List for Escalation - ECS Group - Type I Changes

If the originator does not receive a call back from the EC Support Group according to the times specified in this document, they may escalate according to the following list:

Escalation Level	Name and Title	Office Number	Pager Number	Email Address
1st Level	Susan Hart Manager - EC Support Group Interconnection Operations	205-733-5393	1-800-946-4646 PIN 1436470	Susan.K.Hart@bridge.bellsouth.com
2nd Level	Bruce Smith Operations Director - EC Support Group Interconnection Operations	205-988-7211	1-800-542-3260	Bruce.Smith@bridge.bellsouth.com
3rd Level	Bill Reid Operations Assistant Vice President Interconnection Operations	205-988-1447	1-800-946-4646 PIN 1179523	Bill.C.Reid@bridge.bellsouth.com

NOTE: If a call is escalated without first attempting to contact the ECS Helpdesk, the caller will be referred back to the ECS Helpdesk.

Escalation Cycle for Types 2-6 Change Requests

- Item must be formally escalated as an e-mail sent to the appropriate escalation level within BellSouth with a copy to the industry and BellSouth Change Control e-mail.
- Subject of e-mail must be CLEC (CLEC Name) ESCALATION-CR#, if applicable, Level of Escalation, unless it is proprietary.
- Content of e-mail must include:
  - Definition and escalation of item.
  - History of item.
  - Reason for escalation.
  - Desired outcome of CLEC.
- Impact to CLEC of not meeting the desired outcome or item remaining on current course of action as previously discussed at the Change Control Meeting for enhancements.
- Contact information for appropriate Level including Name, Title, Phone Number, and E-mail ID.
- For escalation Level 2, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Level 1.
- For escalation Level 3, forward original e-mail and include any additional information including the reason that the matter could not be resolved at Levels 1 and 2.
- BellSouth will reply to escalation request with acknowledgement of receipt within 4 hrs and begin the escalation process through Level of escalation.
- The escalating CLEC should respond to BellSouth within 5 days as to whether escalation will continue or the BellSouth response has been accepted as closure to the item.
- If the BellSouth position suggests a change in the current disposition of the item (i.e., what has already been communicated to the industry), a conference call will be held within 1 business day of the BellSouth decision in order to provide industry notification with the appropriate executives.

- BellSouth will publish the outcome of the conference call to the industry via web.
- If unsatisfied with an outcome, either party can seek appropriate relief.

Contact List for Escalation - Type 2 - 6 Changes

Within 5 business days of receipt (4 from acknowledgement), BellSouth Change Control appropriate executives will reply through BellSouth Change Control with BellSouth's position and explanation for that position. Escalations should be made according to the following list.

Escalation Level	Name and Title	Office Number	Email Address
1st Level	Valerie Cottingham Sales Director Change Control Process	205-321-2168	Valerie.cottingham@bridge.bellsouth.com
2nd Level	Linda Tate Director (for Systems Issues)	404-927-7878	Linda.Tate3@bridge.bellsouth.com
	Joy Lofton Director (for Business Rules/Operations Issues)	404-927-7828	Joy.A.Lofton@bridge.bellsouth.com
3rd Level	Peggy Caldwell Senior Director (for Systems Issues)	404-335-0872	Peggy.S.Caldwell@bridge.bellsouth.com
	Doug McDougal Senior Director (for Business Rules/Operations Issues)	404-927-7505	Doug.Mcdougal@bridge.bellsouth.com

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, BellSouth and the impacted CLEC(s) agree to follow this Dispute Resolution Process. BellSouth and the CLEC shall assemble a Joint Investigative Team, within one week, comprised of subject matter experts. The party prompting the dispute should initiate the formation of the team. The team should be co-chaired by representatives of BellSouth and the CLEC respectively. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for State operations in an effort to achieve a resolution.

If the dispute cannot be resolved between the companies after these steps are taken, then either party to the dispute may file a formal complaint with the State PSC through the Director of the Telecommunications section for binding mediation. The Director of the Telecommunications section, or his appointee, shall rule upon the complaint within 30 days of its filing. If either party is then aggrieved, it may file a formal complaint with the State PSC.

9.0 CHANGES TO THIS PROCESS

The current, approved version of this process document will be stored under the component name "Ccp.doc". The BellSouth Change Control Manager BCCM (and alternate) will be the only persons authorized to update the document version.

Requests for changes to the Change Control Process may be submitted to the BellSouth Change Control Manager (BCCM) using the Change Request form located in the Appendix A. Cosmetic changes may be made and published by the BCCM (or alternate) without further review. Other changes will be reviewed at the monthly Change Review status meetings. All changes will be submitted as a change request and reviewed.

10.0 TESTING ENVIRONMENT

BellSouth offers Carrier Testing to CLECs in an open proven test environment for Telecommunications Access Gateway (TAG) and Electronic Data Interchange (EDI) interfaces. The testing opportunities offered are BETA and New Carrier Testing.

BETA testing is offered to those CLECs that express an interest in assisting BellSouth validate a Telecommunications Industry Forum (TCIF) change for the affected interfaces. The opportunity for testing is submitted via the BellSouth Account Team and is negotiated with the Carrier Testing group. BellSouth opens the test environment for BETA testing only after "major releases". CLECs are selected on a "first come, first served basis".

New Carrier Testing is offered to those CLECs who are transitioning from a manual to an electronic environment or from one TCIF issue to another. New Carrier Testing is available to all CLECs and is scheduled with the BellSouth Account Team and Carrier Testing group.

For additional details on the testing environment, regulations and guidelines, you will be able to refer to the BellSouth public internet site by the end of May 2000. The internet web site is as follows:

www.interconnection.bellsouth.com/markets/lec.html

BellSouth is currently investigating and pricing the feasibility of a wholly separate, non-production testing environment for all pre-ordering and ordering interfaces per a CLEC request. This testing environment will mirror the production environment.

11.0 TERMS AND DEFINITIONS

A

Account Team. The Account Teams represent the CLECs and all CLEC interests within BellSouth, that is, the Account Team is the CLECs' advocate within BellSouth. Some of the Account Team functions are listed below:

- Contract Negotiations
- Enhanced Billing Options Negotiations
- Customer Education
- Technical Assistance
- General Problem Resolution
- Tariff Interpretation
- BonaFide Requests (BFR)
- Production Support
- Collocation
- Testing Support
- Project/Order Coordination
- Rate Quotations

Accountability. Individual(s) having responsibility for completing and producing the outputs of each sub-process as defined in the Detailed Process Flow.

Acknowledgement Notification. Notification returned to originator by BCCM indicating receipt of Change Request.

Approved Release Package. Calendar of Candidate Change Requests with consensus target implementation dates as determined at the Release Package Meeting.

B

BellSouth Change Control Manager (BCCM). BellSouth Point of Contact for processing Change Requests and defects.

BFR (Bonafide Request). Process used for providing custom products and/or services. Bonafide Requests are outside the scope of the Change Control Process and should be referred to the appropriate BellSouth Account Team.

Business Day. A business day is considered any Monday-Friday workday that does not fall on an official BellSouth holiday.

Business Rules. The logical business requirements associated with the Interfaces referenced in this document. Business rules determine the when and the how to populate data for an Interface. Examples of data defined by Business Rules are:

- The five primary transactions sets: 850, 855, 860, 865, and 997
- Data Element Abbreviation and Definition
- Activity Types at the appropriate level (account, line, feature) and the associated Usage Type (optional, conditional, required, not applicable, prohibited)
- Conditions/rules associated with each Activity and Usage Type
  - ◊ Dependencies relative to other data elements
  - ◊ Conditions which will be edited within BellSouth's OSSs
- Valid Value Set
- Data Characteristics

C

Cancellation Notification. Notification returned to originator by the BCCM indicating a Change Request has been canceled for one of the following reasons: BST cancellation, duplicate request, training issue, or failure to respond to clarification.

Candidate Request List. List of prioritized Change Requests with associated "Need by Dates" as determined at an Change Review Meeting. These requests will be submitted for sizing and sequencing.

Candidate Change Request. Change Requests that have been prioritized at an Change Review Meeting and are eligible for independent sizing and sequencing by BellSouth and each CLEC.

Change Request. A formal request submitted on a Change Request Form, to add new functions, defects or Enhancements to existing Interfaces (as identified in the scope) in a production environment.

- Type 1 – BellSouth System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.
- Type 2 – Regulatory Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority or state and federal courts.

- Type 3 – Industry Standard Change. Any non-Type 1 changes to the interfaces between the CLEC's and BellSouth's operational support systems required to bring these interfaces in line with newly agreed upon telecommunications industry guidelines.
- Type 4 – BellSouth Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems which BellSouth desires to implement on its own accord.
- Type 5 – CLEC Initiated Change. Any non-Type 1 changes affecting the interfaces between the CLEC's and BellSouth's operational support systems, which the CLEC requests BellSouth to implement.
- Type 6 – CLEC Impacting Defect. Any non-Type 1 change where a CLEC Impacting Defect is found in a production environment when the system is not operating as specified in baseline business requirements.

Change Request Status. The status of a Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Request Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
  - **CB = Cancellation by BellSouth.** BST may reject the change request based on the following reasons: cost/benefit, resource commitments, industry direction or BellSouth direction.
  - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
  - **CD = Duplicate Request.** A request for this change already exists.
  - **CT = Training.** Requested change already exists, additional training may be required.
- **CRC** = Change Review Complete. Indicates a Change Request has been reviewed at an Change Review Meeting, but did not reach the Candidate Request List (Step 10).
- **D** = Request Purge. Indicates the cancellation of a Change Request that has been pending for 12 months and has failed to reach the Candidate Request List (Step 3).
- **I = Change Implemented.** Indicates a Change Request has been implemented in a release (Step 10).
- **N = New Change Request.** Indicates a Change Request has been received by the BCCM, but has not been validated (Step 2).
- **P = Pending.** Indicates a Change Request has been accepted by the BCCM and scheduled for Change Review (Step 3 moving to Step 4).

- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **PN = Pending N times.** Indicates a Change Request reached the Candidate Request List, was sized but not scheduled for a release and has cycled through the process N number of times. Example: P1 = 2nd time through process, P2 = 3rd time through process, etc (Step 8).
- **RC = Candidate Request.** Indicates a Change Request has completed the Change Review process and been assigned to the Candidate Request List for sizing and sequencing (Step 5).
- **S – Request Scheduled**. Indicates a Change Request has been scheduled for a release (Step 8).

Change Review Meeting. Meeting held by the Change Review participants to review and prioritize pending Change Request, generate Candidate Change Request, and submit Candidate Change Request for sizing and sequencing.

Change Review Package. Package distributed by the BCCM 5 – 7 business days prior to the Change Review Meeting. The package includes the Meeting Notice, Agenda, Approved Release Package, Change Request Log, etc.

Clarification Notification. Notification returned to the originator by the BCCM indicating required information has been omitted from the Change Request and must be provided prior to acceptance of the Change Request. The Change Request will be cancelled if clarification is not received by the date indicated on the Clarification Notification.

CLEC Affecting Change. Any change that requires the CLEC to modify the way they operate or to rewrite system code.

CLEC Change Control Manager (CCCM). CLEC Point of Contact for processing Change Requests.

CSM. Customer Support Manager which supports resale and facility based CLECs.

Cycle Time. The time allotted to complete each step in the Change Control Process prior to moving to the next step in the process.

D

Defect (Documentation). A condition where the documentation does not agree or accurately reflect the business environment.

Defect (Electronic Interfaces). A defect found in a production environment when the system is not operating as specified in a baseline business requirement's document.

Defect Status. The status of a CLEC Impacting Defect Change Request as it flows through the Change Control process as described in the Detailed Process Flow.

- **A = Appeal.** Indicates a cancelled Change Request is being appealed by the originator (Step 3).
- **C = Cancelled.** Indicates a Change Request has been canceled due to one of the following reasons (Step 3):
  - **CC = Clarification.** Requested clarification not received in allotted time (7 days).
  - **CD = Duplicate Request.** A request for this change already exists.
  - **CT = Training.** Requested change already exists, additional training may be required.
  - **DC = Defect Cancelled.** Process is operating as specified in the baseline requirements.
- **I = Implemented.** Indicates a Defect Change Request has been implemented in a release (Step 6).
- **N = New Defect Change Request.** Indicates a Defect Change Request has been received by the BCCM and the change request form validated for completeness (Step 2).
- **PC = Pending Clarification.** Indicates a Clarification Notification has been sent to the originator, BCCM awaiting response (Step 2 or 3).
- **S = Scheduled for Release.** Indicates a Defect Change Request has been scheduled for a release (Step 6).
- **V = Validated Defect.** Indicates internal analysis has been conducted and it is determined that it is a validated defect (Step 3).
- **W = Workaround Identified.** Indicates a workaround has been developed and communicated to impacted CLEC community (Step 4).

E

Electronic Communications Systems (ECS). ECS is the help desk for reporting system outages or degradation in an existing feature/functionality within an interface. The ECS group works with the CLEC community to resolve system outages/degradation in a timely manner. The telephone number for the ECS group is 1-888-462-8030.

Enhancement. Functions which have never been introduced into the system; improving or expanding existing functions; required functional changes to system interfaces (user and other systems), data, or business rules (processing algorithms – how a process must be performed); any change in the User Requirements in a production system.

I

Internal Change Management Process. Internal process unique to BellSouth and each participating CLEC for managing and controlling Change Requests.

N

Need-by-Date. Date used to determine implementation of a Change Request. This date is derived at the Change Review Meeting through team consensus. Example: 1Q99 or Release XX.

P

Points of Contact (POC). An individual that functions as the unique entry point for change requests on this process.

Priority. The level of urgency assigned for resource allocation to implement a change. Priority may be initially entered by the originator of the Change Request, but may be changed by the BCCM with concurrence from the originator or the Review Meeting participants. In addition, level of priority is not an indication of the timeframe in which the Change Request will be worked. It is the originator's label to determine the priority of the request submitted.

One of four priorities may be assigned:

1-Urgent. Should be implemented as soon as possible. Resources may be pulled from scheduled release efforts to expedite this item. A need-by date will be established during the Change Review Meeting. A special release may be required if the next scheduled release does not meet the agreed upon need-by date.

2-High. Implement in the next possible scheduled major release, as determined during the Release Package Meeting.

3-Medium. Implement in a future scheduled major release. A scheduled release will be established during the Release Package Meeting.

4-Low. Implement in a future scheduled major release only after all other priorities. A scheduled release will be established during the Release Package Meeting.

Project Plan. Document which defines the strategy for Release Management and Implementation, including Scope Statement, Communication Plan, Work Breakdown Structure, etc. See Release Management Project Plan template, Attachment B-1.

Proposed Release Package: Proposed set of change requests slated for a release that the BCCM presents to the CLEC community during the Release Package Meeting

R

Release – Major. Implementation of scheduled Change(s) which may or may not impact all CLECs; may or may not require CLECs to make changes to their interface and may or may not prohibit the use of an interface upon implementation of the Change(s). Application-to-Application and Machine-to-Human.

Release – Minor. Implementation of scheduled Change(s) which do not require coordination with the entire CLEC industry, do not require CLECs to make changes to their interface or do not prohibit the use of an interface upon implementation of the Change(s). Machine-to-Human.

Release Package. Package distributed by the BCCM listing the Candidate Change Requests that have been targeted for a scheduled release.

Release Package Notification. Package distributed by the BCCM and used to conduct an initial Release Management and Implementation meeting. The package includes the list of participants, meeting date, time, Approved Release Package, Maintenance/Defect Notification, etc.

Release Schedule: Schedule that contains the intended dates for implementation of software enhancements. This release schedule is created annually.

S

Specifications. Detailed, exact document(s) describing enhancement and/or defects, business processes and documentation changes requested and included with the Change Request as additional information.

System Outage. A System Outage is where the system is totally unusable or there is degradation in an existing feature or functionality within the interface.

V

Version (Document). Indicates variation of an earlier Change Control process document. Users can identify the latest version by the version control number.

APPENDIX A – CHANGE CONTROL FORMS

See Attached Forms

This section identifies the forms to be used during the initial phases of the Change Control process accompanied by a brief explanation of their use. Attachments A1 – A-4A contains sample Change Control forms and line by line Checklists.

Change Request Form. Used when submitting a request for a change (Attachment A-1).

Change Request Form Checklist. Provides line-by-line instructions for completing the Change Request form (Attachment A-1A).

Change Request Clarification Response. Used when responding to request for clarification or Clarification Notification (Attachment A-2).

Change Request Clarification Checklist. Provides line-by-line instructions for completing the Change Request Clarification Response (Attachment A-2A).

Acknowledgement Notification. Advises originator of receipt of Change Request by BCCM (Attachment A-3).

Acknowledgement Notification Checklist. Provides line-by-lines instructions for completing the Acknowledgement Notification. (Attachment A-3A).

Cancellation Notification. Advises the originator of cancellation of a Change Request (Attachment A-3).

Cancellation Notification Checklist. Provides line-by-line instructions for completing the Cancellation Notification. (Attachment A-3B).

Clarification Notification. Advises originator that a Change Request is being held pending receipt of additional information (Attachment A-4).

Clarification Notification Checklist. Provides line-by-line instructions for completing the Clarification Notification. (Attachment A-4A).

APPENDIX B – RELEASE MANAGEMENT

See Attached Forms

Release Management and Project Implementation is described in Step 10 of the Change Control Process. Project Managers are responsible for confirming the release date, developing project plans and requirements, providing the WBS, Gantt chart and Executive Summary to the BCCM for input to the Change Review Package and ensuring the successful implementation of the release.

The BST Change Control Manager (BCCM) will distribute the Release Notification Information via web. The Notification should contain the following information:

- List of participants (Project Managers from each stakeholder)
- Date(s) for the next Project Manage Release meeting(s)
- Times
- Logistics
- Meeting facilitator and minutes originator (rotated between stakeholders)
- Current Approved Release Package (email attachment)
- Current Maintenance/Defect Notification Information (web posting)
- Draft Release Project Plan - WBS (email attachment created by the Lead Project Manager (s) assigned in step 8 of the Change Control Process)
- Lead Project Manager (s) assigned to the Release with reach numbers (s)

Attachments B1 – B12 contain templates designed to assist the Project Manager(s) in conducting project management responsibilities as needed for Release Management and Implementation.

APPENDIX C –ADDITIONAL DOCUMENTS

See Attached Documents

ATTACHMENT 8

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

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.
(Licensee)

BELLSOUTH License Agreement Number - _____

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RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment 8 sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in Sections 1.1 through 1.29.

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

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

1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151, et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in Section 1.23 following.

1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In thisAttachment 8, the term refers to conduit systems owned or controlled by BellSouth.

1.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in thisAttachment 8, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.

1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.11 The acronym "FCC" refers to the Federal Communications Commission.

1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

1.14 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.

1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

1.16 License. The term "license" refers to any license issued pursuant to this Attachment 8 and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment 8.

1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure

clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.

1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.

1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.

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

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

1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and

does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.

1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.

1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State in which the access to BellSouth poles, ducts, conduits or rights-of-way, granted pursuant to this Attachment 8, occurs or attachment is located.

1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment 8 or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself, subsidiaries or affiliates, or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of

such facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Attachment 8. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment 8 and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment 8.

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

2.3 Licenses. Subject to the terms and conditions set forth in this Attachment 8, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on reasonable engineering concerns. BellSouth shall provide written notice to Licensee within forty-five (45) days of the request as per ¶ 1224 of the FCC Docket 96-98 specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.

2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in Section 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with Section 2.4.2, or, in the case where Licensee elects not to invoke its rights under Section 2.4.1 or Section 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.

2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment 8 nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Attachment 8 or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment 8 or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any

interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Attachment 8 provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Attachment 8.

2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Attachment 8 shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Attachment 8 or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Attachment 8.

2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment 8 or any license issued hereunder shall not be construed as authorizing either party to this Attachment 8 to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment 8 or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

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

2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.

2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

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

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3.1 of this Attachment 8 if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Section 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.

3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other

party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:

3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.

3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at

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

3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in Section 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.

3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by

BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.

3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3.7.6 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center ("ACAC") or the Unbundled Network Element (UNE) Center.

BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency condition on an emergency basis. (A list of contact telephone numbers is available to each CLEC for this purpose.)

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit, " "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to

comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the presence at such sites of environmental contaminants. BellSouth will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.

3.9.2 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601, et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.3 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.4 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.9.5 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Attachment 8; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles,

conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.

4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written

license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.

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

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

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

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be subjugated to BellSouth work, nor entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

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

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

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with Section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

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

7.1.1 Each application for a license under this Section shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which Licensee desires to attach to each pole.

7.1.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 10.1 of this Attachment 8, and an

indication of whether Licensee will, at its option, perform its own make-ready work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	**Billing Address**
To Licensee as follows:		
Contact	Bill C. Peacock	
Title	District Manager	
Company	AT&T	
Address	Promenade I, Room 12254	
Address	1200 Peachtree St., N.E.	
City, State, and Zip Code	Atlanta, GA 30309	
Telephone	(404) 810-6710	
Facsimile	(404) 810-8605	

and to Licensor as follows:		
Contact		John T. Chaucer
Title		Manager
Company		BellSouth Telecommunications, Inc.
Address		North W3D2
Address		3535 Colonnade Parkway
City, State, and Zip Code		Birmingham, AL 35243
Telephone		(205) 977-2631
Facsimile		(205) 977-7997

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

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

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

8.2.1 The purpose of the prelicense survey is to determine whether Licensee's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Licensee for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by BellSouth and the survey, Licensee shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Licensee's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Licensee pursuant to this Section 9. BellSouth and Licensee acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such license and further subject to Licensee's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple

applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1 All applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for make-ready work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed make-ready work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Licensee's facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any.

9.6 License. When Licensee's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

9.6.1 Each license issued under this Section shall authorize Licensee to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Licensee to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's facilities in BellSouth's conduit or ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places facilities in BellSouth's conduit system:

10.2.1 Licensee shall give written notice of the type of facilities which are to be placed; and

10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by Licensee's facilities, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. Licensee may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for Licensee or to attach Licensee's facilities to, or place Licensee's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Licensee's sole cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's pole, in any part of

BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Attachment 8.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Attachment 8.

10.5.3 Licensee shall not permit any person acting on Licensee's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Licensee's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each license granted under this Section authorizes Licensee to have access to Licensee's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each license granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Attachment 8) and all licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any facilities which Licensee has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a license permitting Licensee to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's facilities

shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present license or requires a new or amended license.

12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

12.2.1 Requires that Licensee use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

12.2.2 Results in the size or location of Licensee's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Licensee's present license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a license, Licensee determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Licensee's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Licensee's facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary, BellSouth shall endeavor to minimize its costs to Licensee. If it is determined that such make-ready work is required, BellSouth shall provide Licensee with the estimated costs for make-ready work and a Make Ready Due Date.

13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Licensee.

13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Licensee, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1 Licensee shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Licensee customer.

13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws

or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's facilities.

15. INSPECTION BY BELLSOUTH OF LICENSEE'S FACILITIES

15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Licensee's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 8, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute

BellSouth's assertion that such facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment 8.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's facilities into compliance, the provisions of this Section shall apply.

16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If Licensee's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the facilities and take such steps as Licensee may deem necessary to insure that the facilities meet Licensee's performance requirements.

16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under

applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Attachment 8, including termination of licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.

17.1.1 Nothing contained in the Attachment 8 or any license issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy. See Exhibit A, attached hereto and incorporated herein by this reference, for applicable annual rental fees.

17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment 8 or otherwise; provided, however, that Licensee shall be

subject to all liabilities, obligations and responsibilities of this Attachment 8 in regard to said unauthorized use from its inception.

18. REMOVAL OF LICENSEE'S FACILITIES

18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

18.2.1 Termination of the license covering such conduit occupancy; or

18.2.2 The date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

18.2.3 If Licensee fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Attachment 8 until all of Licensee's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Attachment 8. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before

December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

21. ASSURANCE OF PAYMENT

21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

22. INSURANCE

22.1 Licensee shall obtain and maintain insurance (or provide written evidence of being self-insured), including endorsements insuring the contractual liability and indemnification provisions of this Attachment 8, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and

nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment 8.

22.2 Licensee shall maintain the following amounts of insurance in compliance with Section 22.1 above:

22.2.1 Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate.

22.2.2 Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate.

22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after sixty (60) days written notice to Licensor.

22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment 8.

22.5 All insurance required in accordance with Sections 22.2 and 22.3 preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

22.6 Licensee may self-insure any or all of the insurance coverages required in this Attachment 8.

23. AUTHORIZATION NOT EXCLUSIVE

23.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Attachment 8, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment 8 and Licensee's rights hereunder.

24. ASSIGNMENT OF RIGHTS

24.1 Any assignment by either party of any right, obligation, or duty, in whole or part, or of any interest, without the written consent of the other party (such consent not to be unreasonably withheld) shall be void. Notwithstanding the above, either party, upon written notice to the other party, may assign this agreement and any of its rights and privileges under this Attachment 8, in whole or in part, to: (1) its parent, partners or their

respective subsidiaries, affiliates or successors; (2) any entity which controls, is under the control of, or is under common control with the assigning party; or 3) any entity that purchases all or substantially all of the assets of the assigning party by way of merger, acquisition, or consolidation.

24.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Attachment 8 shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

25. FAILURE TO ENFORCE

25.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Attachment 8 or to give notice or declare this Attachment 8 or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Attachment 8, but the same shall be and remain at all times in full force and effect.

26. DISPUTE RESOLUTION

When a dispute arises under this Attachment, either Party may avail itself of the complaint procedures set forth in 47 C.F.R. Ch. I, Subpart J--Pole Attachment Complaint Procedures, ¶¶ 1.1401-1.1416.

26.1 Termination of this Attachment 8 or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

27. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

27.1 This Attachment 8 supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Attachment 8; and there are no other provisions, terms or conditions to this Attachment 8 except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Attachment 8.

2000 FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2000

(Re-calculated annually)

Licensee shall pay to Licensor the following fees:

State	Poles	Anchors	Conduit	
	(ea. / yr.)	*(ea. / yr.)*		*($ / ft. / yr.)*
Alabama	$ 3.35	$ 4.89		$ 0.23
Kentucky ①				0.70
2-user	9.45	$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

① All rates in Kentucky are by tariff

② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, $6.90 rate remains in effect.

③ Tariff rate in Mississippi

④ Tennessee rates are negotiated with CATV Association; conduit rates were established in 1998 and fixed indefinitely

⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) duct convention for 2000. This rate will apply to each passageway (innerduct).

i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.

ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per pole (throughout BellSouth region) $41.00

Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

Attachment 9

BST's Proposal

Performance Measurements
[DISAGREE]

Attachment 9

Performance Measurements

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Service Performance Measurements
And Enforcement Mechanisms

1. Scope

1.1 This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

1.2 If the Commission issues an order mandating certain service performance measurements and associated remedies, that order will supercede this Attachment on the effective date of the order.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to AT&T in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to AT&T on a monthly basis. The reports will contain information collected in each performance category and will be available to AT&T through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to AT&T regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of AT&T. AT&T may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference. Nothing herein shall preclude

either party from participating in any proceeding involving BellSouth's Service Quality Measurements or from advocating that those Measurements be modified from those contained herein.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of AT&T. BellSouth will notify AT&T of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference. Nothing herein shall preclude either party from participating in any proceeding involving the Enforcement Measurements and/or Statistical Test or from advocating that those Measurements or Test be modified from those contained herein.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

4.1.2 This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and AT&T's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms. To the extent the FCC issues an order authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act that contains enforcement mechanisms that deviate from those contained herein, BellSouth and AT&T agree to amend this Attachment to conform to the FCC's order.

4.2 Effective Date

4.2.1 Tier-1 Enforcement Mechanisms shall become effective in all BellSouth states upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act within any given state. Tier-2 and Tier-3 Enforcement Mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and AT&T where no analogous process, product or service is feasible. See Exhibit B.

4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to AT&T resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.

4.3.6 Affected Volume means that proportion of the total impacted AT&T volume or CLEC Aggregate volume for which remedies will be paid.

4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to AT&T when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.

4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to AT&T.

4.4.2 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to AT&T shall be credited against any liability associated with or related to BellSouth's service performance.

4.4.3 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. AT&T will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

4.4.4 AT&T acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and AT&T. Therefore, AT&T may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement

Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to AT&T or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay AT&T the required amount, BellSouth will pay AT&T 6% simple interest per annum.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.6.4 If AT&T disputes the amount paid to AT&T for Tier-1 Enforcement Mechanisms, AT&T shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide AT&T written findings within thirty (30) days after receipt of the claim. If BellSouth determines AT&T is owed additional amounts, BellSouth shall pay AT&T such additional amounts within thirty (30) days after its findings along with 6% simple interest per annum.

4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

4.7.1 BellSouth will not be responsible for AT&T acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide AT&T with reasonable notice of such acts or omissions and provide AT&T any such supporting documentation.

4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by AT&T that is in bad faith.

4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by AT&T that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by AT&T that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at $625M per year for the entire BellSouth region as set forth below.

AL - $54M	MS - $44M
FL - $122M	NC - $77M
GA - $131M	SC - $47M
KY - $34M	TN - $57M
LA - $59M	
Regional Total $625M	

If projected payments exceed the state cap, a proportional payment will be made to the respective parties.

4.8.3 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, AT&T may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. AT&T shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

ORDERING

Report/Measurement:	
O-7. Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Level of Disaggregation:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. See Appendix D	

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-8. Percent Rejected Service Requests

Definition:

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.
  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation

Percent Rejected Service Requests:
[(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - .State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-9. Reject Interval Distribution & Average Reject Interval

Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.
  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation:

Average Reject Interval:

Σ[(Date & Time of Service Request Rejection) - (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period)

Reject Interval Distribution:

[Σ (Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

ORDERING – (LNP) - Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:
• Reported in intervals = 0 - 4 minutes, 4 - 8 minutes, 8 - 12 minutes, 12 - 60 minutes, 0 - 1 hours, 1 - 8 hours, 8 - 24 hours, >24 hours • Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ .State, Region • Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions:

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- **Mechanized** - The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- **Partially Mechanized** - The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS).
- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized FOCs.

Calculation:

Average FOC Interval:

Σ [(Date & Time of Firm Order Confirmation) - (Date & Time of Service Request Receipt)] / (Total number of Service Requests Confirmed in the Reporting Period)

FOC Interval Distribution:

Σ[(Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Reported in intervals = 0 - 15 minutes, 15 - 30 minutes, 30 - 45 minutes, 45 - 60 minutes, 90 - 120 minutes, 120 - 240 minutes, 4 - 8 hours, 8 - 12 hours, 12 - 16 hours, 16 - 20 hours, 20 - 24 hours, 24 - 48 hours, >48 hours
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - .State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
  - Pots – Residence
  - Pots – Business
  - Design
  - PBX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**NOTE**: ISDN included in POTS for Georgia Only)
  - ESSX (Louisiana SQM)

- Unbundled Network Elements
  - UNE Design
  - UNE Non – Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)

- Trunks
  - Local Interconnection Trunks

- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

The following measure is the exception for all states:
Coordinated Customer Conversion

Which is disaggregated as follows:
UNE LOOPS with INP
UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. **Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).
Calculation:
Mean Held Order Interval: Σ(Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. **Held Order Distribution Interval:** (# of Orders Held for ≥90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥15 days) / (Total # of Orders Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

PROVISIONING - Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
• Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods	
Business Rules:	
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.	
Calculation:	
Average Jeopardy Interval = Σ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period). **Percent of Orders Given Jeopardy Notice** = Σ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service type
Retail Analog/Benchmark:	
95% > = 24 hours	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

P-3. Percent Missed Installation Appointments

Definition:

"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Interconnection Trunks

Business Rules:

Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation:

Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.

Calculation :

Average Completion Interval:

Σ [(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- ISDN Orders included in Non Design - GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30
- All Levels are reported <10 line/circuits; >=10 line/circuits

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-5. Average Completion Notice Interval

Definition:

The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions:

- Non-mechanized Orders
- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- D & F orders

Business Rules:

Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.

Calculation:

Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval
- Reported in categories of <10 line/circuits; >= 10 line/circuits

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks-BST
UNEs – (See Appendix D)

Revision Date 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop and loops where coordination in not requested.	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
Σ [(Completion Date and Time for Cross Connection of an Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period.	
Report Structure:	
• CLEC Specific • CLEC Aggregate	
Level of Disaggregation:	
Reported in intervals <=5 minutes; >5,< =15 minutes; >15 minutes, plus Overall Average interval	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders) • Total Conversions (Items) **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark – See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:

P-7. % Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders completed in the report calendar month) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-8. Total Service Order Cycle Time (TSOCT)

Definition:

This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules:

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

Calculation :

Total Service Order Cycle Time

Σ(Date and Time of Service Request Receipt) – (Completion Date and Time of Service Order) (SOCS HIST-CD DATE) / (Count of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > = 10 line/circuits
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

Retail Analog/Benchmark

See Appendix D

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-9. Service Order Accuracy GEORGIA ONLY	
Definition:	
The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.	
Exclusions:	
• Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • & F orders	
Business Rules:	
A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.	
Calculation:	
Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100	
Report Structure:	
CLEC Aggregate	
Level of Disaggregation:	
• Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Being investigated at this time
Retail Analog/Benchmark: (Under Investigation)	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

LNP – 10. Percent Missed Installation Appointments

Definition:

Percent Missed Installation Appointments monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation:

Percent Missed Installation Appointments:
[(Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop Associated w/LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING – (LNP)

Report/Measurement :

LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition:

Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.

Calculation :

Average Disconnect Timeliness Interval:

Σ[(Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time)] / Σ (Total Number of Disconnect Service Orders Completed in Reporting Period)

Disconnect Timeliness Interval Distribution:

[Σ (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Reported in day intervals = 0,1,2,3,4, 5, >5 days
- Product Reporting Levels
  - ➢LNP
- Geographic Scope
  - ➢State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING

Report/Measurement :
LNP-12. Total Service Order Cycle Time
Definition:
Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable • "L" appointment coded orders (indicating the customer has requested a later than offered interval) • "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).
Business Rules:
The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval. This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.
Calculation :
Average Total Service Order Cycle Time: Σ[(Service Order Completion Date & Time) - (Service Request Receipt Date & Time)] / Σ (Total Number Service Requests Completed in Reporting Period) **Total Service Order Cycle Time Interval Distribution:** [Σ (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate • "W" Appointment Code Only (Company Offered)
Level of Disaggregation:
• Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, >30 days • Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00

(taf)

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
  - Pots – Residence
  - Pots – Business
  - PBX (Louisiana SQM)
  - ESSX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**NOTE**: ISDN Troubles included in Non-Design Georgia Only)
  - Design

- Unbundled Network Elements
  - UNE Design
  - UNE Non – Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)
  - UNE Other Non – Design (Louisiana SQM)

- Trunks
  - Local Interconnection Trunks

- Dispatch/No Dispatch categories applicable to all product levels

- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-1. Missed Repair Appointments

Definition:

The percent of trouble reports not cleared by the committed date and time.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules:

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.

Calculation:

Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark

CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-2. Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

Business Rules:

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLEC's and BST respectively at the end of the report month.

Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-3. Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

Business Rules:

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system).

NOTE: Customer can be BST or CLEC

Calculation:

Maintenance Average Duration = Σ(Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) / Σ(Total Closed Troubles in the reporting period)

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Resale
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale /BST Trunking-Retail
UNEs – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-4. Percent Repeat Troubles within 30 Days

Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

Calculation:

Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs – Retail Analog (See Appendix D)

Revision date: 02/22/00 (see)

MANTENANCE & REPAIR

Report/Measurement:

M&R-5. Out of Service (OOS) > 24 Hours

Definition:

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.

Calculation:

Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence- Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale /BST Trunking- Retail
UNEs Retail Analog – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customers is in Que.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call. (NOTE: The Column is a combined BST Residence and Business number)	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
• CLEC Aggregate • BST Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers. See Appendix D	

Revision Date: 02/22/00 (see)

BILLING

Report/Measurement:

B-1. Invoice Accuracy

Definition:

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions:

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)

Business Rules:

The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation:

Invoice Accuracy = (Total Billed Revenues during current month) – (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation :

- Product / Invoice Type
  - Resale
  - UNE
  - Interconnection
- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month
• Invoice Type
• Total Billed Revenue
• Billing Related Adjustments
	• Report Month
	• Retail Type
	  ➢ CRIS
	  ➢ CABS
	• Total Billed Revenue
	• Billing Related Adjustments

Retail Analog/Benchmark

CLEC Invoice Accuracy is comparable to BST Invoice Accuracy
See Appendix D

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:

B-2. Mean Time to Deliver Invoices

Definition:

This measure provides the mean interval for billing invoices

Exclusions:

Any invoices rejected due to formatting or content errors.

Business Rules:

Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation:

Mean Time To Deliver Invoices = Σ_[(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Product / Invoice Type
  - Resale
  - UNE
  - Interconnection
- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month
• Invoice Type
• Invoice Transmission Count
• Date of Scheduled Bill Close
	• Report Month
	• Retail Type
	  ➢ CRIS
	  ➢ CABS
	• Invoice Transmission Count
	• Date of Scheduled Bill Close

Retail Analog/Benchmark:

CRIS-based invoices will be released for delivery within six (6) business days
CABS-based invoices will be released for delivery within eight (8) calendar days.
CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery for both systems.
See Appendix D

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-3. Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.	
Exclusions:	
None	
Business Rules:	
The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.	
Calculations:	
Usage Data Delivery Accuracy = Σ[(Total number of usage data packs sent during current month) – (Total number of usage data packs requiring retransmission during current month)] / (Total number of usage data packs sent during current month) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-4. Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100	
Report Structure	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-5. Usage Data Delivery Timeliness	
Definition:	
This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = Σ(Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ(Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness See Appendix D	

Revision date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-6. Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ_(Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D	

Revision Date: 02/28/00 (dg)

OPERATOR SERVICES

Report/Measurement:
OS-1. Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-3. Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES

Report/Measurement:
OS-4. Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
• Reported for the aggregate of BST and CLECs ➢ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-1. Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Levels of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-2. Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-3. Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = Σ (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
• Reported for the aggregate of CLEC resale updates and BST retail updates ➢ State ➢ Region
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 02/28/00 (tg)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Category:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
  - ➢ State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

Definition:

A report of blocking information for CLEC trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for the monthly blocking by hour

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Specific
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-3. Trunk Group Service Report

Definition:

A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Aggregate
  - CTTG
  - Local
- CLEC Aggregate
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk
- CLEC Specific
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Trunk Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-4. Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

- BST Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - End Office
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks

- CLEC Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - CLEC POT
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

COLLOCATION

Report/Measurement:
C-1. Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
• Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = Σ(Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-3. Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area-MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
90% ≤ Commit Date

Revision Date: 01/27/00 (tg)

Appendix A: Reporting Scope*

Standard Service Groupings	*Pre-Order, Ordering* ➢ Resale Residence ➢ Resale Business ➢ Resale Special ➢ Local Interconnection Trunks ➢ UNE ➢ UNE - Loops w/LNP *Provisioning* ➢ UNE Non-Design ➢ UNE Design ➢ Local Interconnection Trunks ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail *Maintenance and Repair* ➢ Local Interconnection Trunks ➢ UNE Non-Design ➢ UNE Design ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Interconnection Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail Local Interconnection Trunk Group Blockage ➢ BST CTTG Trunk Groups ➢ CLEC Trunk Groups

Appendix A: Reporting Scope*

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	➢ New Service Installations ➢ Service Migrations Without Changes ➢ Service Migrations With Changes ➢ Move and Change Activities ➢ Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types: **Maintenance Query Types:**	➢ Address ➢ Telephone Number ➢ Appointment Scheduling ➢ Customer Service Record ➢ Feature Availability
Report Levels	➢ CLEC RESH ➢ CLEC MSA ➢ CLEC State ➢ CLEC Region ➢ Aggregate CLEC State ➢ Aggregate CLEC Region ➢ BST State ➢ BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

Appendix B: Glossary of Acronyms and Terms

A	**ACD**	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
B	**BILLING**	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	**CKTID**	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms – Continued

C	**COFIUSOC**	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	**DESIGN**	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	**E911**	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	**FATAL REJECT**	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	**HAL**	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	**ISDN**	Integrated Services Digital Network
K		
L	**LCSC**	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	**MAINTENANCE & REPAIR**	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	**OASIS**	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	**POTS**	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	**RNS**	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	**SOCS**	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	**TAFI**	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	**UNE**	Unbundled Network Element
V		
W	**WTN**	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
Pre-Ordering	**Percent Response Received within "X" seconds**	Parity w/ retail where applicable.		
	OSS Interface Availability			99.5%
Ordering	**Percent Flow-Through Service Request** • Residence • Business • UNE			90% 80% 80%
	Percent Rejected Service Request	Diagnostic		Diagnostic.
	Reject Interval (Mechanized)	UD	UD	95% within 1 hrs
	• Reject Interval (Non-Mechanized and Partially Mechanized)	UD	UD	85% < 24 hrs
	Firm Order Confirmation Timeliness (Mechanized) (Non-Mechanized and Partially Mechanized)	UD	UD	95% within 4 hrs 85% <48 Hrs
	Speed of Answer in Ordering Center	X	X	
Provisioning	**Mean Held Order Interval**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Jeopardy Notice Interval (Mechanized)			
	• Resale Residence			95% >=24 Hrs
	• Resale Business			95% >=24 Hrs
	• Resale Design			95% >=24 Hrs
	• Resale PBX			95% >=24 Hrs
	• Resale Centrex			95% >=24 Hrs
	• Resale IDSN			95% >=24 Hrs
	• UNE Loop and Port Combos			95% >=24 Hrs
	• UNE 2w Loop with NP – Non-Design			95% >=24 Hrs
	• UNE 2w Loop without NP – Non-Design			95% >=24 Hrs
	• UNE Loop Other with NP Non-Design			95% >=24 Hrs
	• UNE Loop Other without NP Non-Design			95% >=24 Hrs
	• UNE Other Non Design			95% >=24 Hrs
	• UNE 2w Loop with NP – Design			95% >=24 Hrs
	• UNE 2w Loop without NP – Design			95% >=24 Hrs
	• UNE Loop Other with NP – Design			95% >=24 Hrs
	• UNE Loop Other without NP - Design			95% >=24 Hrs
	• UNE Other Design			95% >=24 Hrs
	• Local Interconnection Trunks			95% >=24 Hrs
	% of Orders given jeopardy notice (Mechanized)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Missed Installation Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Order Completion Interval			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Completion Notice Interval – Resale POTS (Mech)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Provisioning Troubles within 30 Days			

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Total Service Order Cycle Time	Diag.	Diagnostic	Diagnostic
Maintenance	**Customer Trouble Report Rate**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Local Interconnection Trunks	X		
	Percent Missed Repair Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Maintenance Average Duration			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Repeat Troubles within 30 Days			
	• Resale Residence	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Out of Service > 24hrs			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	OSS Interface Availability • All systems except ECTA	X		
	• ECTA			99.5%
	OSS Response Interval and % • TAFI (Front End)	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNES Retail Analogue	Benchmark*
	• CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)	PBD		
	Average Answer Time – Repair Center	X		
Billing	**Invoice Accuracy**	X		
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		
	Mean Time to Deliver Usage	X		
Operator Services (Toll)	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
Directory Assistance	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
E911	**Timelinesss**	PBD		
	Accuracy	PBD		
	Mean Interval	PBD		
Trunk Group Performance (Blockage)	**Trunk Group Service Report (Percent Trunk Blockage)** Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.	X		
	Trunk Group Service Report (Percent Trunk Blockage)	X		
LNP	**Average Disconnect Timeliness Interval**			
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hours
	% Reject Service Request		Diagnostic	
	Average Reject Interval Mechanized			95% ≤1 hour
	TSOC		Diagnostic	
	% Flow Through			80%

APPENDIX D
Analogs and Benchmarks

BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNES** Retail Analogue	Benchmark*
Customer Coordinated Conversions	**Coordinated Customer Conversions – UNE Loop**			95% ≤ 15min
	Coordinated Customer Conversions – LNP			95% ≤ 15 min
Collocation +	**% of Due Dates Missed**			90% ≤ Comm Date
	Average Response Time		FL PSC is addressing this in generic docket	
+A contract with each CLEC required.	**Average Arrangement Time**		FL PSC is addressing this in generic docket	

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

EXHBIT B

VSEEMIII TIER-1 SUBMETRICS

- FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-2 SUBMETRICS

- Percent Response Received within "X" seconds – Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-3 SUBMETRICS

- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

VSEEM III	MEASURES AND SUB-METRICS	RETAIL ANALOGUE Resale (x) and UNEs	BENCH MARK
Pre-Ordering	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	x	
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% ≤ 4 hrs
	Reject Interval (Mechanized only)		95% ≤ 1 hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	x	
	Order Completion Interval (Dispatch only) – Resale Design	x	
	Order Completion Interval (No Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) – IC Trunks	x	
	Percent Missed Installation Appointments – Resale POTS	x	
	Percent Missed Installation Appointments – Resale Design	x	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Provisioning Troubles within 4 Days - Resale POTS	x	
	Percent Provisioning Troubles within 4 Days - Resale Design	x	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Maintenance	Customer Trouble Report Rate – Resale POTS	x	
	Customer Trouble Report Rate – Resale Design	x	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Missed Repair Appointments – Resale POTS	x	
	Percent Missed Repair Appointments - Resale Design	x	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

Maintenance Continued	Maintenance Average Duration – Resale POTS	x	
	Maintenance Average Duration – Resale Design	x	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Maintenance Average Duration – IC Trunks	x	
	Percent Repeat Troubles within 30 Days – Resale POTS	x	
	Percent Repeat Troubles within 30 Days – Resale Design	x	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Billing	Invoice Accuracy	x	
	Mean Time To Deliver Invoices	x	
	Usage Data Delivery Accuracy	x	
	Usage Data Delivery Timeliness	x	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	x	
LNP	Average Disconnect Timeliness Interval		UD [2]
	Percent Missed Installation Appointments		UD [2]
CC Conversions	Coordinated Customer Conversions – UNE Loop		95% ≤ 15min
	Coordinated Customer Conversions – LNP		95% ≤ 15 min
Collocation	% of Due Dates Missed		≤ 10%

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
  - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.

- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

Measurement Types

The performance measures that will undergo testing are of three types:

1) means
2) proportions, and
3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j}. Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λ n where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

APPENDIX
TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

NOTATION AND EXACT TESTING DISTRIBUTIONS

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = $1,\ldots,L$; an index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number transactions in cell j; $n_{1j}+ n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; $k = 1,\ldots, n_{1j}$

X_{2jk} = individual CLEC transactions in cell j; $k = 1,\ldots, n_{2j}$

Y_{jk} = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,K\ ,n_{1j} \\ X_{2jk} & k = n_{1j}+1,K\ ,n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s^2_{1j} = the ILEC sample variance in cell j

s^2_{2j} = the CLEC sample variance in cell j

y_{jk} = a random sample of size n_{2j} from the set of $Y_{j1},K\ ,Y_{jn_j}$; $k = 1,\ldots,n_{2j}$

M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_{k} y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_{k} y_{jk} \le t) = \frac{\textit{the number of samples with sum } \le t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

a_{1j}= the number of ILEC cases possessing an attribute of interest in cell j

a_{2j}= the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j}+ a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{1j}) \\ \sum_{h=\max(0,a_j-n_{1j})}^{x} HG(h), & \max(0, a_j - n_{1j}) \le x \le \min(a_j, n_{2j}) \\ 1 & x > \min(a_j, n_{2j}) \end{cases}.$$

For Rate Measures, the notation needed is defined as

b_{1j} = the number of ILEC base elements in cell j

b_{2j} = the number of CLEC base elements in cell j

b_j = the total number of base elements in cell j; $b_{1j}+ b_{2j}$

$\bar{p}_{1j}$ = the ILEC sample rate of cell j; n_{1j}/b_{1j}

$\bar{p}_{2j}$ = the CLEC sample rate of cell j; n_{2j}/b_{2j}

q_j = the relative proportion of CLEC elements for cell j; b_{2j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1-q_j)^{n_j-k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}.$$

CALCULATING THE TRUNCATED Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights**, W_j. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. **In each cell, calculate a Z value**, Z_j. A Z statistic with mean 0 and variance 1 is needed for each cell.

- If $W_j = 0$, set $Z_j = 0$.
- Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = t_j + \frac{g}{6}\left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j} + n_{2j})}}\right)\left(t^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}}\right),$$

where

$$t_j = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \leq 6$, and

a) $M_j \leq 1{,}000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j}.
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1{,}000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j\, q_j}{\sqrt{n_j\, q_j (1-q_j)}}.$$

3. **Obtain a truncated Z value for each cell,** Z_j^*. To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. **Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity,** $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$. In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

   - If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$ cannot be used. Set both equal to 0.

   - If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1-\frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1-\frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, or $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1-q_j) > 9$ for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

   - Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}, \text{and}$$

$$Var(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* | H_0)\right]^2.$$

The actual values of the z's and θ's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_j = \min(M_j, 1{,}000),\ i = 1, \mathrm{K}\ , N_j$$

$$z_{ji} = \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum i}$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \min(a_j, n_{2j}), \mathrm{K}\ , \max(0, a_j - n_{1j})$$

$$\theta_{ji} = \mathrm{HG}(i)$$

Rate Measure

$$z_{ji} = \min\left\{0, \frac{i - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}\right\}, \quad i = 0, \mathrm{K}\ , n_j$$

$$\theta_{ji} = \mathrm{BN}(i)$$

5. **Calculate the aggregate test statistic, Z^T.**

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* \mid H_0)}{\sqrt{\sum_j W_j^2 \mathrm{Var}(Z_j^* \mid H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. the null hypothesis, H_0, that parity exists between ILEC and CLEC services
2. the alternative hypothesis, H_a, that the ILEC is giving better service to its own customers
3. the Truncated Z test statistic, Z^T, and
4. a critical value, *c*

The decision rule[1] is

- If $Z^T < c$ then accept H_a.
- If $Z^T \geq c$ then accept H_0.

There are two types of error possible when using such a decision rule:

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c \mid H_0)$.

Type II Error: $\beta = P(Z^T \geq c \mid H_a)$.

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu, \sigma) = \mu \Phi(\tfrac{-\mu}{\sigma}) - \sigma \phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\sigma\phi(\tfrac{-\mu}{\sigma}) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

H_0: $\mu_{1j} = \mu_{2j}$, $\sigma_{1j}^2 = \sigma_{2j}^2$

H_a: $\mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j}$, $\sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2$ $\qquad \delta_j > 0$, $\lambda_j \geq 1$ and $j = 1, \ldots, L$.

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \psi_j > 1 \text{ and } j = 1,\ldots,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[2]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

[2] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, **38**, 468-470.

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$
$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\tfrac{2}{\psi_j}-1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$
$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j}-1\right)}$$
$$f_j^{(2)} = n_j n_{1j}\left(\tfrac{1}{\psi_j}-1\right)$$
$$f_j^{(3)} = n_j a_j\left(\tfrac{1}{\psi_j}-1\right)$$
$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j - a_j\right)\left(\tfrac{1}{\psi_j}-1\right) + \left(n_j + \left(a_j - n_{1j}\right)\left(\tfrac{1}{\psi_j}-1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)}{n_j - 1}}}.$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2\pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)}{n_j - 1}}}, \text{ and}$$

$$se_j = \sqrt{\frac{n_j^3(n_j - 1)}{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)\left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}\right)}}.$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

H_0: $r_{1j} = r_{2j}$

H_a: $r_{2j} = \varepsilon_j r_{1j}$ $\qquad \varepsilon_j > 1$ and $j = 1,\ldots,L$.

Given the total number of ILEC and CLEC transactions in a cell, n_j, and the number of base elements, b_{1j} and b_{2j}, the number of ILEC transaction, n_{1j}, has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j} b_{1j}}{r_{1j} b_{1j} + r_{2j} b_{2j}}.$$

Therefore, the mean and variance of n_{1j}, are given by

$$E(n_{1j}) = n_j q_j^*$$
$$\text{var}(n_{1j}) = n_j q_j^* (1 - q_j^*)$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j (q_j^a - q_j)}{\sqrt{n_j q_j (1 - q_j)}} = (1 - \varepsilon_j) \sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \varepsilon_j b_{2j}}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a (1 - q_j^a)}{q_j (1 - q_j)}} = \sqrt{\varepsilon_j} \frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}.$$

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j. The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_j. The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.

- Parameter Choices for ψ_j or ε_j. The set of parameters ψ_j or ε_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ_j for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

DECISION PROCESS

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, $diff = Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the $diff < 0$ indicates favoritism.

This make it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^{T}_{CLEC1} (See Exhibit C)
2. Calculate the balancing critical value($^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.; $z^{T}_{CLEC1} - {}^{C}B_{CLEC1}$
5. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4; $ABS((z^{T}_{CLEC1} - {}^{C}B_{CLEC1}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to AT&T by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, AT&T payment = $\text{Affected Volume}_{CLEC1}$ * $$ from Fee Schedule

Example: AT&T Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z^{T}_{CLEC1}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell					z_{CLEC1}				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4
									133

where n_I = ILEC observations and n_C = AT&T observations

Payout for AT&T is (133 units) * ($100/unit) = $13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.

2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z^T_{CLECA}

3. Calculate the balancing critical value($^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)

4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.

5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.; $z^T_{CLECA} - {}^{C}B_{CLECA}$

6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS(($z^T_{CLECA} - {}^{C}B_{CLECA}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.

7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total $CLEC_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).

8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

   So, State Designated Agency payment = Affected $Volume_{CLECA}$ * $$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n_I	n_C	MIA_I	MIA_C	Z^T_{CLECA}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
Quarter1	180000	2100	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell					Z_{CLECA}				
1		500	0.091	0.112	-1.994				214
2		300	0.176	0.098	0.734				
3		80	0.128	0.333	-2.619				34
4		205	0.158	0.242	-2.878				88
5		45	0.245	0.075	1.345				
6		605	0.156	0.130	0.021				
7		80	0.166	0.233	-0.600				34
8		40	0.106	0.127	-0.065				17

9	165	0.193	0.218	-0.918	71
10	80	0.160	0.235	-0.660	34
					492

where n_I = ILEC observations and n_C = CLEC-A observations

Payout for CLEC-A is (492 units) * ($300/unit) = $147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
Process	Measures	Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Blockage	Percent Trunk Blockage	X	X	X			
ocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.

2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

TABLE I SMALL SAMPLE SIZE TABLE
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%
6	66.67%	83.33%
7	71.43%	85.71%
8	75.00%	75.00%
9	66.67%	77.78%
10	70.00%	80.00%
11	72.73%	81.82%
12	75.00%	83.33%
13	76.92%	84.62%
14	78.57%	85.71%
15	73.33%	86.67%

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
16	75.00%	87.50%
17	76.47%	82.35%
18	77.78%	83.33%
19	78.95%	84.21%
20	80.00%	85.00%
21	76.19%	85.71%
22	77.27%	86.36%
23	78.26%	86.96%
24	79.17%	87.50%
25	80.00%	88.00%
26	80.77%	88.46%
27	81.48%	88.89%
28	78.57%	89.29%
29	79.31%	86.21%
30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.

4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.

5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total $CLEC_1$ Volume.

6. Calculate the payment to AT&T by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, AT&T payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: AT&T Missed Installation Appointments (MIA) for UNE Loops

	n_C	Benchmark	MIA_C	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for AT&T is (18 units) * ($400/unit) = $7,200

TIER-1 CALCULATION FOR BENCHMARKS (IN THE FORM OF A TARGET):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume.
7. Calculate the payment to AT&T by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, AT&T payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: AT&T Reject Timeliness

	n_C	Benchmark	Reject $Timeliness_C$	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for AT&T is (42 units) * ($100/unit) = $4,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

PER AFFECTED ITEM						
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	$40	$50	$60	$70	$80	$90
Provisioning	$100	$125	$175	$250	$325	$500
Provisioning UNE (Coordinated Customer Conversions)	$400	$450	$500	$550	$650	$800
Maintenance and Repair	$100	$125	$175	$250	$325	$500
Maintenance and Repair UNE	$400	$450	$500	$550	$650	$800
LNP	$150	$250	$500	$600	$700	$800
IC Trunks	$100	$125	$175	$250	$325	$500
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS Pre-Ordering	$20
Ordering	$60
Provisioning	$300
UNE Provisioning (Coordinated Customer Conversions)	$875
Maintenance and Repair	$300
UNE Maintenance and Repair	$875
Billing	$1.00
LNP	$500
IC Trunks	$500
Collocation	$15,000

Attachment 9

AT&T's Proposal

Performance Measurements
[DISAGREE]

APPENDIX A

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PRE-ORDERING - OSS

Report/Measurement :

Average OSS Response Time and Response Interval

Definition:

As an initial step of establishing service, the customer service agent must determine such basic facts as availability of desired features, service delivery intervals, telephone numbers to be assigned, the customer's current products and features, qualification of the customer's loop for advanced digital services, and/or the validity of the street address. This type of information is gathered from supporting OSS while the customer (or potential customer) is on the telephone with the customer service agent. Because pre-ordering activities are the first tangible contact a customer may have with a CLEC, it is critical that the CLEC be perceived as equally competent, knowledgeable and fast as an ILEC customer service agent. This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service. Comparisons to ILEC results indicate whether a CLEC has an equal opportunity to deliver a comparable customer experience when a retail customer calls the CLEC with a service inquiry.

Exclusions:

None

Business Rules:

For CLEC Results:

Average Response Interval: The response interval for each query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data (or reject notification) to the CLEC. Elapsed time is accumulated for each major query or transaction type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period.

For ILEC Results:

The ILEC computation is identical to that for the CLEC with the clarifications noted below:

Other Clarifications and Qualification:

- The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service agent submits the request for identical or similar information into the ILEC OSS until the time when the ILEC OSS returns the requested information to the ILEC customer service agent.
- As additional pre-ordering functionality is established by the industry, for example with respect to unbundled network elements, the reporting dimensions may be expanded.
- Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.
- Elapsed time is to be measured through automated rather than manual monitoring and logging.
- The ILEC service agent entry of a request for pre-ordering information (to the ILEC OSS) is considered to be the equivalent of the ILEC receipt of a query from the CLEC.
- The ILEC OSS return of information to the ILEC customer service agent, whether in hard copy or by display on a terminal, is considered equivalent to the return of requested information to the CLEC.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Calculation:

Average Response Interval = Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)

Report Structure:

CLEC Specific
CLEC Aggregate
Not product/service specific
Regional Level

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

Report Month Interface Type (specific to pre-ordering) Query Identifier (e.g., unique tracking number) Query Receipt Date by ILEC Query Receipt Time by ILEC Query Type (per reporting dimension) Response Return Date Response Return Time Legacy Contract (per reporting dimension) Response Interval Regional Scope	Report Month Interface Type Query Type (per reporting dimension) Query Count Standard Error of the mean response interval Legacy Contract (per reporting dimension) Response Interval Regional Scope
Retail Analog/Benchmark	
See Appendix A:_AT&T Disaggregation, Analogs and Benchmarks	

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x

PRE-ORDERING - OSS

Report/Measurement:
OSS Interface Availability
Definition:
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured
Exclusions:
None
Business Rules:
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience. **For CLEC Results:** Percent System Availability: The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24-hour clock) over which the ILEC planned to offer and support CLEC access to ILEC OSS functionality during the reporting period. The ILEC must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period's advance notice, then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the ILEC gateway or interface is capable of accepting CLEC transactions or data files for processing in the gateway / interface and supporting OSS. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. The "Percent system availability" measure is required for each unique interface type offered by the ILEC. **For ILEC Results:** Each OSS of the ILEC that is employed in the support of CLEC operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to the CLECs. The "available time" and "scheduled available time" is gathered for each of the identified ILEC OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS. **Other Clarifications and Qualification:** • The ILEC analogs for this performance measure are the internal measures of system downtime (or up time) typically established between the ILEC Systems Management Organization and the client organizations. • OSS scheduled and available time may be utilized in the computation of more than one functional area. • Parity exists if the CLEC "Percent system availability" ≥ ILEC function availability for the functionality accessed by the CLEC. • "Capable of accepting" must have a meaning consistent with the ILEC definition down time, whether planned or unplanned, for internal ILEC systems having a comparable potential for customer impact. • Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks
Calculation:
(Number of Hours Functionality is Availabile to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Availabile During the Report Period) X 100
Report Structure:

CLEC Specific CLEC Aggregate Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
Report Month Legacy contract type (per reporting dimension) Regional Scope Interface Type (Identifies each unique interface available to CLECs) Business Period Scheduled Hour Available Actual Hours Available	Report Month Legacy contract type (per reporting dimension) Regional Scope Functionality Identification Business Period Percent Availability of Functionality
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

ORDERING

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
Fatal Rejects Auto Clarification CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier). **Definitions:** Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. * Attached is a list of services, including complex services, that can currently flow through.

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation:

Percent Flow Through Service Requests = Σ[(Total number of valid service requests that flow-through to SOCS)] / (Total number of valid service requests delivered Electronically) X 100

Description:
Percent Flow Through = (The total number of LSRs that flow through LESOG to the SOCS) / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that are returned to the CLEC for clarification) + (the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- CLEC Aggregate
  - Region

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report month • Total number of LSRs received, by interface, by CLEC: ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: ➢ Fatal rejects ➢ ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code • Count of Orders Completed Without Manual Intervention • Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Report month • Total number of errors by type: ➢ BST system error • Count of Orders Completed Without Manual Intervention • Count of Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Order Activity • Service Type • Volume Category

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
Exclusions:
• Fatal Rejects • Auto Clarification • • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier). **Definitions:** **Fatal Rejects:** Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. **Auto-Clarification:** errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. *Attached is a list of services, including complex services that can currently flow through.

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:

Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered Electronically) X 100

Description:

Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:
  - CLEC (by alias designation)
  - Number of fatal rejects
  - Mechanized interface used
  - Total mechanized LSRs
  -
  - Number of auto clarifications returned to CLEC
  - Number of validated LSRs
  - Number of BST caused fallout
  - Number of CLEC caused fallout
  - Number of Service Orders Issued
  - Base calculation
  - CLEC error excluded calculation

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE

• Report month
• Total number of LSRs received, by interface, by CLEC
  ➢ TAG
  ➢ EDI
  ➢ LENS
• Total number of errors by type, by CLEC
  ➢ Fatal rejects
  ➢
  ➢ Auto clarification
  ➢ CLEC errors
• Total number of errors by error code
• Count of Orders Completed Without Manual Intervention
• Count of Firm Order Commitments
• Count of Syntax Rejects
• Count of Legacy System Rejects
• Count of Orders Submitted
• Order Activity Type
• Original order date for rejected orders
• Rejection Notice Date and Time
• Service Type
• Volume Category
• Manual Fallout (for Mechanized Orders Only)
	• Report month
	• Total number of errors by type:
	  ➢ BST system error
	• Count of Orders Completed Without Manual Intervention
	• Count of Order Commitments
	• Count of Syntax Rejects
	• Count of Legacy System Rejects
	• Count of Orders Submitted
	• Order Activity
	• Service Type
	• Volume Category

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC by CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report month • Total number of LSRs received • Total number of errors by type (by error code) ➢ CLEC caused error	• Report month • Total number of errors by type (by error code) ➢ BST system error
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	no	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

ORDERING

Report/Measurement:
Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by the CLEC prior to being rejected/clarified.
Business Rules:
Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category: • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. **Partially Mechanized:** A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC. **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs. **Non Mechanized:** An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative. **LNP:** Under Development **For CLEC Results:** Percent Orders Rejected: The percentage of orders rejected is the count of (1) order submissions where the ILEC returns a Fatal Reject notice to the CLEC and (2) order submissions where the ILEC returns an Auto Clarification to the CLEC. The resulting combined count of rejections is divided by the count of orders submitted (For EDI interfaces, the orders submitted would be the combined count of positive and negative 997 messages issued upon receipt of the CLEC order.) **For ILEC Results:** Same computation as for the CLEC.
Calculation
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region • Count of Orders Completed Without Manual Intervention • Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region • Count Orders Completed Without Manual Intervention • Count of Order Commitments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category
RETAIL ANALOG/BENCHMARK:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

ORDERING

Report/Measurement:

Reject Interval

Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.

Exclusions:

Service Requests canceled by CLEC prior to being rejected/clarified

Business Rules:

- **Fully Mechanized**: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in EDI, TAG). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category.
- **Partially Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via EDI, TAG.
- **Total Mechanized** Combination of Fully Mechanized and Partially Mechanized LSRs.
- **Non-Mechanized**: The elapsed time from receipt of a valid LSR (date and time stamp from FAX Server) until notice of the reject is returned to the CLEC via FAX Server.
- LNP: Under development.

Reject Interval: Reject Interval *(syntax)* is the elapsed time between the ILEC receipt of an order from the CLEC to the ILEC return of a notice of a syntax rejection to the CLEC. The time measurement starts when the ILEC receives the order from the CLEC. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of rejected orders associated with the particular order type.

Reject Interval: Reject Interval *(legacy system)* is the elapsed time between the ILEC's acknowledgement /acceptance of an order from the CLEC to the ILEC's return of a rejection notice to the CLEC. The time measurement starts when the ILEC accepts or acknowledges the order from the CLEC as syntactically correct. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of rejected orders associated with the particular service and order type.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.
- Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to the CLEC.

Calculation:

Reject Interval = Σ[(Date and Time of Service Request Rejection) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region • Number of Orders Reflected in Result • Interface Type • Average Status Interval • Order Submission Date • Order Submission Time • Standard Order Activity • Status Type • Status Notice Date • Status Notice Time • Number of Statuses Provided •	• Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region • Number of Orders Reflected in Result • Interface Type • Average Status Interval • Standard Error of Status Interval • Standard Order Activity • Status Type • Status Notice Date • Status Notice Time • Number Of Statuses Provided

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:

Firm Order Commitment Timeliness

Definition:

Interval for Return of a Firm Order Commitment (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order commitment.

Exclusions:

-
- None.

Business Rules:

- **Mechanized** - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed, including mechanized facilities validation in LFACS and any other appropriate data bases to ensure available facilities, and appropriate service orders are generated in SOCS and the FOC is sent to the CLEC from LENS, EDI, TAG.
- **Partially Mechanized** – The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and the FOC is sent to the CLEC from LENS, EDI, TAG. A mechanized facilities validation in LFACS and any other appropriate data bases is conducted to ensure available facilities prior to the return of the FOC.
- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized LSRs
- **Non-Mechanized** - The elapsed time from receipt of a valid LSR (FAX Server receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and the FOC is sent to the CLEC from the FAX Server.
- **LNP** – Under development.

Firm Order Commitment (FOC) Interval: Interval for Return of a Firm Order Commitment is the elapsed time between the ILEC acceptance of a syntactically correct order and the return of a commitment to the CLEC that the order will be worked as submitted or worked with the modifications specified on the commitment. A database query in LFACS is conducted to ensure availability of facilities. The time measurement starts when the ILEC accepts (acknowledges) the order from the CLEC. The time measurement stops when the ILEC returns a valid firm order commitment to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of orders associated with the particular order type.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.

Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice

to the CLEC.
Calculation:
Firm Order Commitment Timeliness = Σ[(Date and Time of Firm Order Commitment) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Committed in Reporting Period)
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Interval for FOC • Total number of LSRs • State and Region • Number of Orders Reflected in Result • Interface Type • Average Status Interval • Order Submission Date • Order Submission Time • Standard Order Activity • Status Type • Status Notice Date • Status Notice Time • Number of Statuses Provided	• Report Month • Interval for FOC • Total Number of LSRs • State and Region • Number of Orders Reflected in Result • Interface Type • Average Status Interval • Standard Error of Status Interval • Standard Order Activity • Status Type • Status Notice Date • Status Notice Time • Number Of Statuses Provided

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

ORDERING

Report/Measurement:
Speed of Answer in Ordering Center
Definition:
Measures the average time a customer is in queue.
Exclusions:
None
Business Rules:
For CLEC Results: Mean Time to Answer Calls: Speed of Answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the ILEC call management system until the CLEC call is transferred to the ILEC personnel assigned to handling CLEC calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. The accumulated elapsed time is divided by the count of calls transferred to ILEC agents for accuracy. **For ILEC Results:** Mean Time to Answer Calls: Speed of Answer, as it relates to the ILEC, will be measured in an identical manner as described for the CLEC. The results for the ILEC business office operations and its repair bureau operations should be separately accumulated, computed and retained. If further distinctions are made or more discrete tracking is performed within the ILEC call receipt centers (e.g., by business and residence), then results should be reported at the lowest possible level of detail. Where call receipt for such operations are commingled and inseparable, then only a single result for each measure will be generated and serve as the comparative result for both the CLEC repair support and the CLEC provisioning support results. **Other Clarifications and Qualification:** • Speed of Answer minimum service standards, established in many states for business office, maintenance center, and/or operator services represent a similar ILEC measure and are derived from identical data (although the result displayed may be in comparison to a pre-established standard performance minimum). • For ILEC and CLEC calls, an ILEC Agent answering and placing the caller on hold does not stop timing for purposes of the speed of answer interval. • An interactive voice response (IVR) unit does not stop the timing for purposes of the speed of answer interval. For a call to be considered answered, the live ILEC Agent must handle the CLEC request. • Results may be reported for the CLEC industry in aggregate to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs) then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center providing the specific CLEC's support. • If the ILEC call management technology cannot measure speed of answer on a call-specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g., queue to IVR + IVR to queue + queue to agent answer) can be utilized by mutual consent of the ILEC and CLECs.
Calculation:
Mean Time to Answer Calls = Σ [(Date and Time of Call Answer) - (Date and Time of Call Receipt)]/(Total Calls Answered by Center)
Report Structure:
• BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Mechanized tracking through LCSC Automatic Call Distributor • Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer	• Mechanized tracking through BST Retail center support systems • Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Report/Measurement:
Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
• • Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
For CLEC Results: **Mean Held Order Interval:** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. **Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days). **For ILEC Results:** Same computation as for the CLEC with the clarifications provided below. **Other Clarifications and Qualification:** • The "held order" measure established by some state commissions as part of minimum service standards is analogous to this proposed measure but, because it is typically limited to monitoring only those orders held because of facility shortages, needs to be expanded to include all reasons that an order is pending and past due. • Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date. • See "Order Status" measurement definitions for discussion of the ILEC analog for a completion notice. • The held order interval is measured in calendar rather than business days.
Calculation:
Mean Held Order Interval: Σ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. **Held Order Distribution Interval:** (# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON	• Report Month • BST Order Number

• Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count (under development) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope • Average Held Order • Standard Error for Average Held Order Interval • Number of Orders Rejected
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Report/Measurement:
Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice
Definition:
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.
Exclusions:
• • Orders held for CLEC end user reasons •
Business Rules:
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. **For CLEC Results:** Jeopardy Interval: Jeopardy Interval is the remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time the ILEC issues a notice to the CLEC indicating an order is in jeopardy of missing the due date. The scheduled order completion time will be assumed to be 5:00 p.m. local time unless other information is communicated in the FOC. The date and time of the jeopardy notice delivered by the ILEC is subtracted from the scheduled completion date to establish the jeopardy interval for any order placed in jeopardy before its scheduled due date. The jeopardy interval is accumulated by standard order activity with the resulting accumulated time then divided by the count of orders placed in jeopardy before the due date for each order activity. Percent Jeopardies: Percent Jeopardies is the percentage of total orders processed for which the ILEC notifies the CLEC that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count of jeopardy notices the ILEC issues to the CLEC by the count of FOCs returned by the ILEC during the identical period. Both the "Number of Orders Jeopardized in Reporting Period" and "Number of Orders Committed in Reporting Period" are utilized in other status measurement computations and have identical meaning and derivation for this measurement. **For ILEC Results:** Same computation as the CLEC with the clarifications outlined below: **Other Clarifications and Qualification:** • When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement. • All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth. • Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays. • "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications. • The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order. • The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC. • Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC. • Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information. Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to the CLEC.

Calculation:

Average Jeopardy Interval =Σ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period). For all orders jeopardized on or before the scheduled due date.

Percent of Orders Given Jeopardy Notice = Σ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Committed(due) in Reporting Period)

Report Structure:

- CLEC Specific and CLEC Aggregate
- BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice sent
- Committed Due Date
- Standard Service Groupings
- Number of Orders Reflected in Result
- Interface Type
- Average Status Interval
- Order Submission Date
- Order Submission Time
- Standard Service Order Activity
- Status Type
- Status Notice Date
- Status Notice Time
- Number of Statuses Provided

NOTE: Code in parentheses is the corresponding header found in the raw data file.

DATA RETAINED RELATING TO BST EXPERIENCE

- Report Month
- ILEC Order Number
- Date and Time Jeopardy Notice sent
- Due Date
- Standard Service Groupings
- Number of Orders Reflected in Result
- Interface Type
- Average Status Interval
- Standard Error of Status Interval
- Standard Service Order Activity
- Status Type
- Status Notice Date
- Status Notice Time
- Number Of Statuses Provided

NOTE: Code in parentheses is the corresponding header found in the raw data file.

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement:

Percent Orders Completed On Time

Definition:

The "orders completed on time" measure monitors the reliability of ILEC commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customers. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
-
- ILEC Orders associated with internal or administrative use of local services
- Orders where CLEC has selected a longer due date than requested.

Business Rules:

For CLEC Results:
Percent Orders Completed On Time: The percentage of orders completed on time is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to the CLEC). For each reporting dimension, the resulting count of orders completed no later than the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage.

For ILEC Results:
Same as for CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- The elapsed time for an ILEC order is measured from the point in time when the ILEC customer service agent enters the order into the ILEC order processing system until the date and time that the ILEC personnel log actual completion of all work necessary to permit service initiation, whether or not the ILEC initiates customer billing at that point in time.
- Results for the CLECs are captured and retained at the order level (e.g., unique PON).
- The Completion Date and Time is the date upon which the ILEC issues the Order Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement.
- No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- See "Order Status" measurement detail for a discussion of ILEC analogs, receipt of a syntactically correct order and return of a valid completion notice.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time continues through off-schedule, weekends and holidays.

Calculation:

Percent Orders Completed on Time = (Count of Orders Completed within ILEC Committed Due Date) / (Count of Orders Completed in Reporting Period) x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Order Submission Date • Order Submission Time • Committed Due Date • Completion Date • Order Completion Time • Status Type • Status Notice Date • Standard Order Activity (See Appendix 1) • Geographic Scope • Average Order Completion Interval • Service Type (See Appendix 1) **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity (See Appendix 1) • Geographic Scope • Average Order Completion Interval • Standard Error for the Order Completion Interval • Count of Orders Completed • Count of Orders Completed by the Due Date • Service Type (See Appendix 1) • Volume Category

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement :

Average Completion Interval (OCI) & Order Completion Interval Distribution & Average Offered Interval

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods. The "average offered interval" indicates whether both ILEC and CLEC have the same scheduling opportunities for service delivery.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services
- (Record Orders, Test Orders, etc.)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

For CLEC Results:

- The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS, whether or not the ILEC initiates customer billing at that point in time.. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed

Average Offered Interval: The offered interval is the due date that an ILEC provides the CLEC on a firm order commitment (i.e. the earliest date on which the CLEC's customer can obtain service without paying for an escalation).

For ILEC Results:
Same as for CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- Results for the CLECs are captured and retained at the order level (e.g., unique PON).
- The Completion Date and Time is the date upon which the ILEC issues the Order Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement.
- No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- See "Order Status" measurement detail for a discussion of ILEC analogs, receipt of a syntactically correct order and return of a valid completion notice.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time continues through off-schedule, weekends and holidays.

Calculation :

Average Completion Interval:

Σ [(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting Period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Average Offered Interval:

= [(Date & Time Due Date) – (Date &Time of Receipt of Service Request)]/(Number of Committed Due Dates)

Report Structure:

- CLEC Specific
- CLEC Aggregate

<table>
<tr><td colspan="2">• BST Aggregate</td></tr>
<tr><td colspan="2">Level of Disaggregation:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
<tr><td><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></td><td><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></td></tr>
<tr><td>• Report Month
• CLEC Company Name
• Order Number
• Submission Date & Time
• Completion Date & Time
• Service Type
• Geographic Scope
• Activity Type

NOTE: Code in parentheses is the corresponding header found in the raw data file.</td><td>• Report Month
• CLEC Order Number
• Order Submission Date & Time
• Order Completion Date & Time
• Service Type
• Geographic Scope
• Average Order Completion Interval
• Standard Error for the Order Completion Interval
• Count of Orders Completed
• Count of Orders Completed by the Due Date
• Average Offered Interval
• Activity Type
• Volume Category</td></tr>
<tr><td colspan="2"><u>RETAIL ANALOG/BENCHMARK</u></td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
</table>

PROVISIONING

Report/Measurement:
Average Completion Notice Interval
Definition:
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
Exclusions:
• • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services •
Business Rules:
For CLEC Results: Completion Notice Interval is the elapsed time between the ILEC technician's reported completion of physical work and the issuance of a valid completion notice to the CLEC. Where physical work is not required, such as in the case of software-only changes, the elapsed time will be measured beginning at 5:00 p.m. local time of the date for the committed completion and will end when the ILEC returns a valid completion notice to the CLEC. If a valid completion notice is returned before 5:00 p.m. on the committed completion date and no physical work is involved, then the elapsed time will be recorded as 1/10 hour. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of completion notices returned for each service and order type.   **For ILEC Results:** Same computation as the CLEC with the clarifications outlined below: **Other Clarifications and Qualification:** • When the ILEC processes orders for a CLEC via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement. • All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth. • Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays. • "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications. • The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order. • The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC. • Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC. • Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information. • Automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to the CLEC.
Calculation:
Σ (Date and Time of Notice of Completion Issued to the CLEC) – (Date and Time of Work Completion by ILEC) / (Number of Orders Completed in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)

Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING – (Average Completion Notice Interval- Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Work Completion Date • Work Completion Time • Completion Notice Delivery Date • Completion Notice Delivery Time • Service Type • Activity Type • Geographic Scope • Interface Type • Status Type (Rejection, FOC, Jeopardy Type, Completion Notice) • Standard Order Activity • Order Due Date **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Delivery Date • Completion Notice Delivery Time • Service Type • Standard Order Activity • Geographic Scope • Interface Type • Status Type (Rejection, FOC, Jeopardy Type, Completion Notice) • Average Status interval • Standard error of status interval • Number of Orders Reflected In Result • Number of Statuses Provided **NOTE:** Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Report/Measurement:

Coordinated Customer Conversions

Definition:

This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch termination connector and cross connect it to a CLEC's equipment termination connector. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.

Exclusions:

-
- None

Business Rules:

Average Coordinated Conversion Interval: The elapsed time between the disconnection of an access line (for a retail customer of the ILEC) from the switch port of the ILEC to the time that the ILEC finishes both the physical work necessary to re-terminate the loop (at the point of re-termination specified by the CLEC) and receives CLEC confirmation that electrical continuity exists. The elapsed time is accumulated for the reporting period and divided by the number of loops that were re-terminated on a coordinated basis.

Calculation:

Σ[(Date & Time Re-termination is Completed by ILEC) – Date & Time of Initial Service Interruption (disconnect for Customer Transferring Service)]/(Count of Completed Coordinated Conversions in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
-

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Date & Time • Cutover Completion Date & Time • Portability start and completion times (NP Orders) • Total Items • Order Activity • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• • Report Month • Number of Early Conversions • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING

Report/Measurement:

% Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.
D & F orders are excluded as there is no subsequent activity following a disconnect.

For CLEC Results:
Percent Troubles Within 30 Days of Installation: The results are computed by accumulating the number of trouble tickets submitted by a CLEC to the ILEC for a service arrangement that had at least one install or service order activity within the 30 calendar days preceding the creation of the current trouble ticket. The count of troubles is divided by the count of service-affecting orders completed by the ILEC for the CLEC during the report period.

Non-parity results for Percent Trouble Rate within 30 Days of Install and Other Order Activity may require further reporting to determine root cause issues. For instance, reports on whether facilities provided on new installations tested to industry standard per interconnection contract, tariff or regulatory requirements may be required if results indicate a poorer performance of facilities and supporting network equipment provided to CLECs. ILECs also may need to cooperate with CLECs on comparative mechanized line testing (through respective ILEC and CLEC switches) of the transmission quality of ILEC loops versus CLEC unbundled loops obtained from the ILEC. Reporting dimensions of copper versus fiber deployment may show that CLEC install troubles result from a disparity in use of underlying transmission media for install of ILEC vs. CLEC facilities. The broadening of the measure to include more than just new installs will detect new service activations (hunt group changes, other feature additions) that cause troubles versus network transmission quality.

For ILEC Results:
Calculations are similar to those for CLECs.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed lines ≤ 30 days following service order(s) completion) / (All Service Orders completed in the report period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Order Submission Date • Order Submission Time	• Report Month • BST Order Number • Order Submission Date • Order Submission Time

• Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • CLEC Ticket Number • Ticket Submission Time • Ticket Submission Date • Trouble Resolution Time • Trouble Resolution Date • Service Type (See Appendix 1) • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Service Type (See Appendix 1) • Trouble Type • Number of Tickets • Number of Service Access Lines
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

PROVISIONING

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement :
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
Definition:
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services • (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.
Business Rules:
The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Commitment) with Average Order Completion Interval. This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation :
Total Service Order Cycle Time (under development)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope
Retail Analog/Benchmark	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:	
Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
• Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.	
Business Rules:	
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.	
Calculation:	
Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:

Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
- Trouble tickets created for tracking and/or monitoring requests for clarifying information (e.g., confirmation of customer ownership from CLEC support centers)
- Tickets used to track referrals of misdirected calls

Business Rules:

For CLEC Results:
The frequency of trouble metric is computed by accumulating, by standard service grouping and disposition and cause, the total number of maintenance tickets logged by a CLEC (with the ILEC) during the reporting period. The resulting number of tickets for each trouble type is accumulated within each standard service grouping, and trouble type is divided by the total number of "service access lines" existing for the CLEC at the end of the report period

For ILEC Results:
Same calculation as for the CLEC with the clarifications provided below.

Other Clarifications and Qualification:

- Unbundled loops or UNE combinations involving unbundled loops would be counted as a "service access line."
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- See the "Time to Restore" measurement for a discussion of the ILEC equivalent of "trouble tickets" and "trouble logging".

Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • CLEC Ticket Number • Ticket Submission Date & Time • Ticket Completion Date • Trouble Resolution Time • Trouble Resolution Date • Service Type • Disposition and	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of

• # Service Access Lines in Service at the end of period • Geographic Scope • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	period • Geographic Scope • Number of Tickets • Trouble Type • Number of Tickets • Number of Service Access Lines
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:

Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring
- Subsequent Reports (additional reports on an already open ticket)
- Any trouble type tracking that parties agree are technically unfeasible or operationally prohibitive
- A trouble ticket created for tracking and/or monitoring requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers.
- Tickets used to track referrals of misdirected calls

Business Rules:

- For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.

For CLEC Results:

Mean Time To Restore: The restoral interval for resolution of customer requested maintenance and repair is the elapsed time, measured in hours and tenths of hours, measured from the CLEC submission of a customer trouble to the ILEC, regardless of the ultimate resolution of the trouble, to the time the ILEC returns a valid trouble resolution notification to the CLEC. The elapsed time is accumulated by service type and trouble disposition for the reporting period. The accumulated time is divided by the count of maintenance tickets reported as resolved by the ILEC (by service type and trouble type) during the report period.

For ILEC Results:

Same computation as for the CLEC.

Other Clarifications and Qualification:

- Elapsed time is measured on a 24-hour-a-day, seven-days-a-week basis. The time is measured in hours and hundredths of hours rounded to the nearest hundredth hour.
- Multiple reports for the same customer service are treated as the same incident only when a subsequent report is received for a customer service arrangement that already has an open ticket.
- "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- A trouble ticket or trouble report is any record (whether paper or electronic) used by the ILEC for the purpose of monitoring action and disposition of a service repair or maintenance situation.
- ILEC acceptance of a trouble by the call receipt agent is considered equivalent to the CLEC logging or submitting a trouble to the ILEC.
- The ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.

Calculation:

Maintenance Average Duration = Σ(Date and Time ofTrouble Ticket Resolution Returned to CLEC) – (Date and Time Trouble Ticket wasReferred to ILEC) / Σ(Total Closed Trouble Tickets Resolved in the reporting period)

Report Structure:

<table>
<tr><td colspan="2">• CLEC Specific
• BST Aggregate
• CLEC Aggregate</td></tr>
<tr><td colspan="2">Level of Disaggregation:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
<tr><td><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></td><td><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></td></tr>
<tr><td>• Report Month
• CLEC Ticket Number
• Total Tickets
• CLEC Company Name
• Ticket Submission Date & Time
• Ticket Completion Date & Time
• Trouble Resolution Date & Time
• Service Type
Disposition and Cause
• Geographic Scope
• WTN or CKTID (a unique identifier for elements combined in a service configuration)
• Trouble Type (See Appendix 1)

NOTE: Code in parentheses is the corresponding header found in the raw data file.</td><td>• Report Month
• Total Tickets
• BST Company Code
• Ticket Submission Date
• Ticket submission Time
• Ticket completion Date
• Ticket Completion Time
• Total Duration Time
• Service Type
• Disposition and Cause (Non – Design / Non-Special Only)
• Trouble Code (Design and Trunking Services)
• Geographic Scope
• Standard Error for the Average Restoral Interval
• Trouble Type (See Appendix 1)</td></tr>
<tr><td colspan="2">Retail Analog/Benchmark:</td></tr>
<tr><td colspan="2">See Appendix A: AT&T Disaggregation, Analogs and Benchmarks</td></tr>
</table>

MAINTENANCE & REPAIR

Report/Measurement:

Percent Repeat Troubles within 30 Days

Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring.
- Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
- Trouble tickets created for tracking and/or monitoring requests for clarifying information (e.g., confirmation of customer ownership from CLEC support centers)
- Tickets used to track referrals of misdirected calls.

Business Rules:

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

For CLEC Results:
The repeat trouble rate measure is computed by accumulating the number of instances where a trouble ticket is submitted by a CLEC to the ILEC for a service arrangement that had at least one prior trouble ticket any time in the 30 calendar days preceding the creation of the current trouble ticket. The number of repeat troubles are accumulated for the reporting period by service type and trouble type. The count of repeat troubles, by service type, is divided by the count of initial trouble reports (by service type) received during the report period.

For ILEC Results:
Same computation as for CLECs.

Other Clarifications and Qualification:

- Unbundled loops or UNE combinations involving and unbundled loops are considered a "service access line".
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the Customer's service is restored to normal operating parameters.
- The "same service arrangement" means a trouble report being reported for the same telephone number or the same circuit identifier.
- The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.

Calculation:

Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time • Ticket Completion Date & Time • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type Disposition and Cause • Geographic Scope • CLEC Ticket Number • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type **NOTE:** Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:	
Out of Service (OOS) > 24 Hours	
Definition:	
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)	
Exclusions:	
• Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.	
Business Rules:	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
• CLEC Specific • BST Aggregate • CLEC Aggregate.	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:
OSS Interface Availability
Definition:
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.
Exclusions:
None
Business Rules:
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems. **For CLEC Results:** Percent System Availability: The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24-hour clock) over which the ILEC planned to offer and support CLEC access to ILEC OSS functionality during the reporting period. The ILEC must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period's advance notice, then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the ILEC gateway or interface is capable of accepting CLEC transactions or data files for processing in the gateway / interface and supporting OSS. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. The "Percent system availability" measure is required for each unique interface type offered by the ILEC. **For ILEC Results:** Each OSS of the ILEC that is employed in the support of CLEC operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to the CLECs. The "available time" and "scheduled available time" is gathered for each of the identified ILEC OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS. **Other Clarifications and Qualification:** • The ILEC analogs for this performance measure are the internal measures of system downtime (or up time) typically established between the ILEC Systems Management Organization and the client organizations. • OSS scheduled and available time may be utilized in the computation of more than one functional area. • Parity exists if the CLEC "Percent system availability" ≥ ILEC function availability for the functionality accessed by the CLEC. • "Capable of accepting" must have a meaning consistent with the ILEC definition down time, whether planned or unplanned, for internal ILEC systems having a comparable potential for customer impact. • Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.
Calculation:
OSS Interface Availability = (Number of Hours Functionality is Availabile to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Availabile During the Report Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate

• BST/CLEC	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time) • Report Month • Interface Type (Identifies each unique interface available to CLECs) • Business Period • Scheduled Hour Available • Actual Hours Available	• Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS • Report Month • Functionality Identification • Business Period • Percent Availability of Functionality
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:
OSS Response Interval and Percentages
Definition:
Maintenance customer service agents must obtain real-time information in order to log customer troubles. In Maintenance information is gathered from supporting OSS while the customer (or potential customer) is on the telephone with the customer service agent. Because customers already may be dissatisfied when they report a trouble, it is critical that the CLEC be perceived as equally competent, knowledgeable and fast as and ILEC customer service agent. This measure is designed to monitor the time required for CLECs to obtain maintenance information necessary to log trouble reports. Comparisons to ILEC results indicate whether a CLEC has an equal opportunity to deliver a comparable customer experience when a retail customer calls the CLEC with a service inquiry.
Exclusions:
Queries received during scheduled system maintenance time.
Business Rules:
For CLEC Results: The response interval for each query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data (or reject notification) to the CLEC. Elapsed time is accumulated for each major query or transaction type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period. **For ILEC Results:** The ILEC computation is identical to that for the CLEC with the clarifications noted below. **Other Clarifications and Qualification:** • The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service agent submits the request for identical or similar information into the ILEC OSS until the time when the ILEC OSS returns the requested information to the ILEC customer service agent. • Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. • Elapsed time is to be measured through automated rather than manual monitoring and logging. • The ILEC service agent entry of a request for repair information (to the ILEC OSS) is considered to be the equivalent of the ILEC receipt of a query from the CLEC. • The ILEC OSS return of information to the ILEC customer service agent, whether in hard copy or by display on a terminal, is considered equivalent to the return of requested information to the CLEC.
Calculation:
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, $\geq$ 4 to 10, $\geq$ 10, $\geq$ 30 seconds.
Report Structure:
• CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• CLEC Transaction Intervals • Report Month • Interface Type (specific to pre-ordering or maintenance and repair) • Query Identifier (e.g., unique tracking number) • Query Receipt Date by ILEC • Query Receipt Time by ILEC • Query Type (per reporting dimension) • Response Return Date • Response Return Time	• BST Business and Residence transaction Intervals • Report Month • Interface Type • Query Type (per reporting dimension) • Mean response interval • Query Count • Standard error of the mean response interval
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

MAINTENANCE & REPAIR

Report/Measurement:

Average Answer Time – Repair Centers

Definition:

This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.

Exclusions:

None

Business Rules:

For CLEC Results:
Speed of Answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the ILEC call management system until the CLEC call is transferred to the ILEC personnel assigned to handling CLEC calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. The accumulated elapsed time is divided by the count of calls transferred to ILEC agents for accuracy.

For ILEC Results:
Mean Time to Answer Calls: Speed of Answer, as it relates to the ILEC, will be measured in an identical manner as described for the CLEC. The results for the ILEC business office operations and its repair bureau operations should be separately accumulated, computed and retained. If further distinctions are made or more discrete tracking is performed within the ILEC call receipt centers (e.g., by business and residence), then results should be reported at the lowest possible level of detail. Where call receipt for such operations are commingled and inseparable, then only a single result for each measure will be generated and serve as the comparative result for both the CLEC repair support and the CLEC provisioning support results.

Other Clarifications and Qualification:

- Speed of Answer minimum service standards, established in many states for business office, maintenance center, and/or operator services represent a similar ILEC measure and are derived from identical data (although the result displayed may be in comparison to a pre-established standard performance minimum).
- For ILEC and CLEC calls, an ILEC Agent answering and placing the caller on hold does not stop timing for purposes of the speed of answer interval.
- An interactive voice response (IVR) unit does not stop the timing for purposes of the speed of answer interval. For a call to be considered answered, the live ILEC Agent must handle the CLEC request.
- Results may be reported for the CLEC industry in aggregate to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs) then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center providing the specific CLEC's support.

If the ILEC call management technology cannot measure speed of answer on a call-specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g., queue to IVR + IVR to queue + queue to agent answer) can be utilized by mutual consent of the ILEC and CLECs.

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Calculation:

Mean Time to Answer Calls = Σ [(Date and Time of Call Answer) - (Date and Time of Call Receipt)]/(Total Calls Answered by Center)

Report Structure:

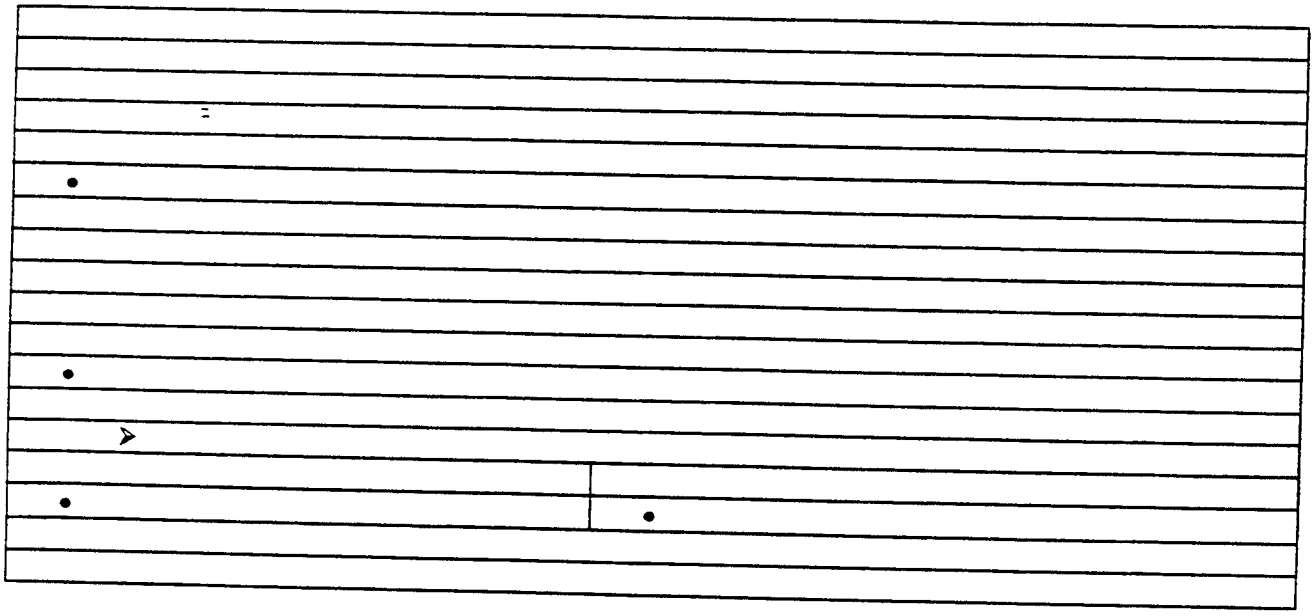
- CLEC Aggregate
- BST/CLEC Aggregate

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• CLEC Average Answer Time • Month • Center Identifier • Center Type • Standard Error for Mean Speed of Answer	• BST Average Answer Time • Month • Center Identifier • Center Type • Standard Error for Mean Speed of Answer
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

BILLING

AT&T Proposes That This Measure Be Replaced By The Following Measures:

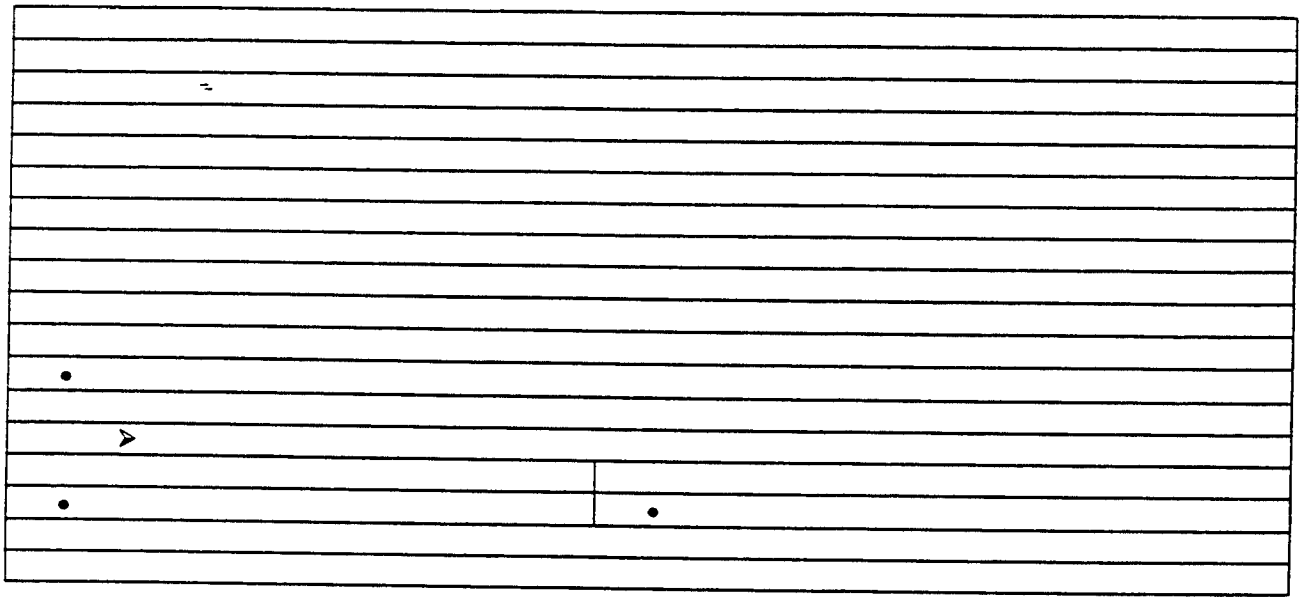
- **Percent Mechanized Billing Format Accuracy** **NB-5**
- **Percent Process Accuracy of Current Billing Activity** **NB-6**
- **Percent Switched Local Billing Accuracy** **NB-7**



BILLING

AT&T Proposes That This Measure Be Replaced By The Following Measures:

- **Percent On-Time Mechanized Local Services Invoice Delivery**
- **Percent On-Time Service Order Billing**
- **Percent On-Time Correction/Adjustment D**
- **Percent On-Time Switched Local Charges**



BILLING

Report/Measurement:
Usage Data Delivery Accuracy
Definition:
This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.
Exclusions:
None
Business Rules:
For CLEC Results: The completeness of content, accuracy of information/charges and conformance of formatting will be determined based upon the terms of the individual CLEC interconnection agreements with the ILECs. The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. The measurement is expressed as a ratio (expressed as a percentage) of accurate records/charges to the total records/charges delivered. **For ILEC Results:** The computation for the ILEC is identical to that described for the CLEC. The usage accuracy determination is based upon comparison of the usage records, following format conversion to the EMR (or equivalent) format as compared to the internally established content and formatting requirements. **Other Clarifications and Qualification:** • The usage accuracy measures identified here are similar to the type of measures that ILECs commonly institute in service contracts with long distance service suppliers who use ILEC billing services.
Calculations:
Usage Data Delivery Accuracy = Σ [(Total number of usage records delivered during current reporting period that reflected complete information content and proper formating)] / (Total number of usage records transmitted during reporting period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded Number of Records With Errors Number of Records Delivered	• Report Month • Record Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

BILLING

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:	
Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100	
REPORT STRUCTURE	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

BILLING

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:	
Usage Data Delivery Timeliness	
Definition:	
This measurement provides percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = Σ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ (Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

BILLING

Report/Measurement:
Mean Time to Deliver Usage
Definition:
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.
Exclusions:
None
Business Rules:
The purpose of this measurement is to demonstrate the average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. **For CLEC Results:** Usage Records: This measure captures the elapsed time between the recording of usage data generated either by CLEC retail customers or by CLEC access customers (by the AMA recording equipment associated with the ILEC switch) and the time when the data set, in a compliant format, is successfully transmitted to the CLEC. For each usage record, the calendar date and time of usage recording is compared to the calendar date and time of successful completion of data set transmission to the CLEC. The number of hours and tenths of hours elapsed between message recording and data set transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each usage record with the resulting total number of hours accumulated being divided by the number of complete usage records in all the data sets transmitted. For ILEC Results: Identical computations are made for the ILEC with the clarifications provided below. **Other Clarifications and Qualification:** • The elapsed time for delivery of ILEC usage records is measured from the time of message recording, as captured on the ILEC's AMA tape, to the time the AMA tape is converted to billing format (EMR format or equivalent). • Mean time to deliver usage records is to be reported separately for end user usage and access related usage.
Calculation:
Mean Time to Provide Recorded Usage Records ={ Σ[(Data Set Transmission Date)-(Date of Message Recording)]}/(Count of All Messages Transmitted in Reporting Period)
Report Structure:
• CLEC Aggregate • CLEC Specific • BST Aggregate
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered	• Report Monthly • Record Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered

Retail Analog/Benchmark:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

OPERATOR SERVICES AND DIRECTORY ASSISTANCE
Note: AT&T Proposes One OS/DA Measure:
Mean Time To Answer With Separate Reporting For OS And DA

Report/Measurement:	
Speed to Answer Performance/Average Speed to Answer – Toll	
Definition:	
Measurement of the average time in seconds calls wait before answered by a toll operator.	
Exclusions:	
None	
Business Rules:	
Mean Time To Answer: Speed of Answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC retail customer call into the ILEC call management system queue until the CLEC retail customer call is transferred to the ILEC personnel assigned to handling CLEC calls for assistance (whether DA or OS). The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.	
Calculation:	
Mean Time To Answer =[Σ(Date and Time of Call Answer) – (Date and Time of Call Receipt)]/(Total Calls Answered on Behalf of the CLECs in Reporting Period)	
Report Structure:	
Reported for the aggregate of BST and CLECs • State	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED (ON AGGREGATE BASIS)	
•	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Month • Type of Measurement (OS Calls, DA Calls or Directory Listing • Center Identifier (or Directory ID for DL) • Mean Speed of Answer (OS & DA only) • Standard Error for Mean Speed of Answer (OS & DA only) • Number of Calls Answered (OS & DA only) • Directory Close Date (DL only) • List Availability Date (DL only)	• Month • Type of Measurement (OS Calls, DA calls or Directory Listings) • Center Identifier (or Directory ID for DL) • Mean Speed of Answer (OS & DA only) • Standard Error for Mean Speed of Answer (OS & DA only) • Standard Error for Mean Speed of Answer (OS & DA only) • Directory Close Date (DL only) • Listing Availability Date (DL only)
Retail Analog/Benchmark	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

OPERATOR SERVICES AND DIRECTORY ASSISTANCE
Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Note: AT&T Proposes One OS/DA Measure:
Mean Time To Answer With Separate Reporting For OS And DA
See "Speed to Answer Performance/Average Speed to Answer – Toll"

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

OPERATOR SERVICES AND DIRECTORY ASSISTANCE
Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

E911

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
E911/Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Levels of Disaggregation:
None
DATA RETAINED
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
E911/Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
DATA RETAINED
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:
E911/Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = $\sum$ (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

TRUNK GROUP PERFORMANCE
Note: AT&T Does Not Include This Measure In Its Proposal

Report/Measurement:	
Trunk Group Service Report	
Definition:	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
Exclusions:	
• Trunk groups for which valid traffic data is not available • High use trunk groups	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
• BST Aggregate ➢ CTTG ➢ Local • CLEC Aggregate ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk	
Level of Disaggregation:	
State	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
Retail Analog	

TRUNK GROUP PERFORMANCE

Report/Measurement:

Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- None.

Business Rules:

For CLEC Results:

Percent Call Completion: For determining outbound call blocking, the number of CLEC customer call attempts, where the customer dials a valid telephone number, is accumulated for the reporting period. The number of blocked call attempts experienced by CLEC customers, where a call to a valid telephone number was not completed by the network because of ILEC-controlled capacity limitations or other ILEC network trouble, also is accumulated during the reporting period. At the end of the reporting period, the total number of blocked attempts is divided by the total number of attempts, and the ratio is expressed as a percentage. For inbound calling, the results will measure calls originating on the ILEC's network and blocked from terminating on the CLEC's network.

For ILEC Results:

The approach is identical to that described for the CLEC, except that the network performance is measured only for representative ILEC service configurations.

Other Clarifications and Qualifications:

CLECs may agree to call completion reports in lieu of or in addition to blocking reports.

Calculation:

Measured Blocking = (Total number of blocked call attempts (separate measure for inbound and outbound) during the busy hour / (Total number of attempted calls during busy hour) X 100

Report Structure:

- BST Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - End Office
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks
- CLEC Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - CLEC POT
  - Description
  - Observed Blocking
  - Busy Hour
  - Number Trunks
  - Valid study days
  - Number reports
  - Remarks

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports • By Switch (Serving CLEC) for CLEC • Trunk Capacity Type • Trunk Group Identifier • Geographic Identifier • Busy Hour and Day • Calls Attempted • Calls Blocked	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports • By Switch (Serving CLEC) for ILEC • Trunk Capacity Type • Trunk Group Identifier • Geographic Identifier • Busy Hour and Day • Calls Attempted • Calls Blocked
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

COLLOCATION

Report/Measurement:

Collocation/Average Response Time

Definition:

Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.

Exclusions:

- Any application cancelled by the CLEC or CLEC requested delays

Business Rules:

For CLEC Results:
Mean Time to Respond to Collocation Request: The response interval for each space request is determined by computing the elapsed time from the ILEC receipt of a collocation request (or inquiry) from the CLEC, to the time the ILEC returns the requested information or commitment to the CLEC. Elapsed time is accumulated for each type of collocation space request, and then divided by the associated total number of collocation requests received by the ILEC during the report period.

For ILEC Results:
The ILEC computation is identical to that for the CLEC for provision of collocations to ILEC affiliates. Largely, however, tariff and contract standards will be the benchmarks that ILECs must meet for a parity determination. Their vast number of end offices compared to CLECs' switch deployment make it difficult to develop the appropriate analog.

Other Clarifications and Qualifications:
- Elapsed time is measured in days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).
- Questions about the CLEC's collocation request also do not count as a "received response."

Calculation:

Average Response Time = Σ(Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.

Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

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DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Request Identifier (e.g., unique tracking number) • Date and Time of Request receipt by ILEC. • Request type (per reporting dimension) • Response Date and Time • Committed Delivery Date and Time • Actual Delivery Date and Time • Response Date and Time • Geographic Scope	• Report Month • Request Identifier • Date and Time of Request Receipt by ILEC • Response Date and Time • Committed Delivery Date and Time • Actual Delivery Date and Time • Geographic scope

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

COLLOCATION

Report/Measurement:

Collocation/Average Arrangement Time

Definition:

Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.

Exclusions:

- Any Bona Fide firm order cancelled by the CLEC or CLEC requested delays
-

Business Rules:

For CLEC Results:

Mean Time To Provide Collocation Arrangements: The interval is the elapsed time from the ILEC's receipt of an order for collocation (from the CLEC) to the ILEC's return of a valid completion notification to the CLEC. Elapsed time for each order is then divided by the associated total number of collocation orders completed within the reporting period for each type of collocation. The measurement is similar to the Average Completion Interval for resold services and unbundled network element orders and could be reflected as a separate category of that measurement.

For ILEC Results:

The ILEC computation is identical to that for the CLEC for provision of collocations to ILEC affiliates. Largely, however, tariff and contract standards will be the benchmarks that ILECs must meet for a parity determination. Their vast number of end offices compared to CLECs' switch deployment make it difficult to develop the appropriate analog.

Other Clarifications and Qualifications:

- Elapsed time is measured in days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).
- Questions about the CLEC's collocation request also do not count as a "received response."

Calculation:

Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.

Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

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DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Request Identifier (e.g., unique tracking number) • Date and Time of Request receipt by ILEC. • Request type (per reporting dimension) • Response Date and Time • Committed Delivery Date and Time • Actual Delivery Date and Time • Response Date and Time	• Report Month • Request Identifier • Date and Time of Request Receipt by ILEC • Response Date and Time • Committed Delivery Date and Time • Actual Delivery Date and Time • Geographic scope

• Geographic Scope	
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

COLLOCATION

Report/Measurement:

Collocation/Percent of Due Dates Missed

Definition:

Measures the percent of missed due dates for collocation arrangements.

Exclusions:

- Any Bona Fide firm order cancelled by the CLEC or CLEC requested delays
-

Business Rules:

For CLEC Results:

Percent Due Dates Missed: For each type of collocation, both the total numbers of orders completed within the reporting interval and the number of orders completed but missing the committed due date (as specified on the initial confirmation returned to the CLEC) are counted. The resulting count of orders completed later than the committed due date is divided by the total number of orders completed. The measurement is similar to the Percent Completed on Time for resold services and unbundled network element orders and could be reflected as a separate category within the Percent Completed on Time measurement.

For ILEC Results:

The ILEC computation is identical to that for the CLEC for provision of collocations to ILEC affiliates. Largely, however, tariff and contract standards will be the benchmarks that ILECs must meet for a parity determination. Their vast number of end offices compared to CLECs' switch deployment make it difficult to develop the appropriate analog.

Other Clarifications and Qualifications:

- Elapsed time is measured in days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).

Questions about the CLEC's collocation request also do not count as a "received response."

Calculation:

% of Due Dates Missed = Σ (Number of Orders not completed w/ ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100

Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

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DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Request Identifier (e.g., unique tracking number) • Date and Time of Request receipt by ILEC. • Request type (per reporting dimension) • Response Date and Time • Committed Delivery Date and Time • Actual Delivery Date and Time • Response Date and Time • Geographic Scope	• Report Month • Request Identifier • Date and Time of Request Receipt by ILEC • Response Date and Time • Committed Delivery Date and Time • Actual Delivery Date and Time • Geographic scope

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

MEASURES PROPOSED BY AT&T TO REPLACE BELLSOUTH'S BILLING INVOICE MEASURES:

Report/Measurement:	
Percent Mechanized Billing Format Accuracy	
Definition:	
The purpose of this measurement is to monitor the accuracy of the mechanized billing format.	
Exclusions:	
• None	
Business Rules:	
The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records and invoices delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. If a sampling process is used to monitor accuracy, then the study results must be reconfirmed no less than quarterly.	
Calculation:	
Percent Mechanized Billing Format Accuracy = [(Total Number of Accurate Mechanized Local Bills)/(Total Number of Mechanized Local Bills Processed)] x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Number of Accurate Mechanized Local Bills • Number of Mechanized Local Bills	• Report Month • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created • Number of Messages or Invoices Delivered • Number of Accurate Mechanized Local Bills • Number of Mechanized Local Bills
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Percent Process Accuracy of Current Billing Activity	
Definition:	
The purpose of this measurement is to monitor the process accuracy of the current billing activity.	
Exclusions:	
• None	
Business Rules:	
Calculation:	
Percent Process Accuracy of Current Billing Activity = {[(ITotal Other Charges &Credits Billed DollarsI)+(ITotal Detail Of Adjustments Billed DollarsI)]-(ITotal Correction & Correction Adjustment DollarsI)}/[(ITotal Other Charges & Gredits Billed DollarsI)+(ITotal DOA Billed DollarsI)] x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Charges & Credits Billed Dollars • Adjustment Billed Dollars • Correction Adjustment Dollars	• Report Month • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created • Charges & Credits Billed Dollars • Adjustment Billed Dollars • Correction Adjustment Dollars
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Percent Switched Local Billing Accuracy	
Definition:	
The purpose of this measurement is to monitor the switched local billing accuracy.	
Exclusions:	
• None	
Business Rules:	
The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records and invoices delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. If a sampling process is used to monitor accuracy, then the study results must be reconfirmed no less than quarterly	
Calculation:	
Percent Switched Local Billing Accuracy = [(|Total Switched Billed Dollars|)-(|Switched Adjustment Dollars|)]/(|Total Switched Billed Dollars|) x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Switched Billed Dollars • Switched Adjustment Dollars	• Report Month • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created • Switched Billed Dollars • Switched Adjustment Dollars
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Percent On-Time Mechanized Local Services Invoice Delivery	
Definition:	
The purpose of this measurement is to monitor the percent of invoices successfully transmitted to the CLEC within 10 calendar days of the close of a bill cycle.	
Exclusions:	
• Any invoices rejected due to formatting or content errors	
Business Rules:	
This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and the ILEC's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes to determine the number transmitted within 10 calendar days. The number transmitted within 10 calendar days is divided by the number of complete invoices sent in the reporting period.	
Calculation:	
Percent On-Time Mechanized Local Services Invoice Delivery = [(Total Number of Mechanized Local Bills Received On Time)/(Total Number of Mechanized Local Bills Processed)] x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Number of Mechanized Local Bills Received On-Time • Number of Mechanized Local Bills	• Report Month • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created • Number of Mechanized Local Bills Received On-Time • Number of Mechanized Local Bills
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Percent On-Time Service Order Billing	
Definition:	
The purpose of this measurement is to monitor the percent of dollars on all service orders completed within 60 calendar days of the current bill date/cycle.	
Exclusions:	
• None	
Business Rules:	
Calculation:	
Percent On-Time Service Order Billing = [(Sum of the Absolute Value of Timely Other Charges & Credits Dollars)/(Sum of the Absolute Value of Other Charges & Credits Billed Dollars)] x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Charged Dollars • Credit Dollars	• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Charged Dollars • Credit Dollars
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Percent On-Time Correction/Adjustment Dollars	
Definition:	
The purpose of this measurement is to monitor the adjustments or corrections which are implemented within 60 days of decision to grant adjustment or adjustment claim submission.	
Exclusions:	
• None	
Business Rules:	
Calculation:	
Percent On-Time Correction/Adjustment Dollars = [(|Total Correction/Adjustment Dollars|)-(|Total Correction/Adjustment Dollars > 60 Calendar Days|)]/(|Total Correction/Adjustment Dollars|) x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Correction/Adjustment Dollars	• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Correction/Adjustment Dollars
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Percent On-Time Switched Local Charges	
Definition:	
The purpose of this measurement is to monitor the on-time delivery of Switched Local Charges.	
Exclusions:	
• None	
Business Rules:	
Calculation:	
Percent On-Time Switched Local Charges = [(Switched Local Charges)-(Switched Local Charges Billed>60 Calendar Days From Date Service Rendered)] x 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
DATA RETAINED RELATING TO ALEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered • Number of Charges > 60 Calendar Days From Date Service Rendered • Delivery Date of Switched Local Charges	• Report Month • Record Type or Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Number of Messages or Invoices Delivered
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

ADDITIONAL MEASURES PROPOSED BY AT&T

Report/Measurement:

Acknowledgement Timeliness

Definition:

This measure is designed to monitor the rate at which the CLECs receive a timely acknowledgement from the ILEC after the submission of a Local Service Request.

Exclusions:

- None

Business Rules:

For CLEC Results:

An acknowledgement is the first indicator that the Local Service Request has been received by the ILEC and is under analysis. Acknowledgement Timeliness is determined by computing the elapsed time (in minutes and seconds) from the ILEC receipt of a Local Service Request from the CLEC, to the time the ILEC returns the acknowledgement that a syntactically correct order has been received. Elapsed time is calculated for each acknowledgement. The acknowledgments that are returned within 15 Minutes are categorized in a manner consistent with the specified level of disaggregation, then divided by the associated total number of acknowledgements transmitted by the ILEC during the reporting period.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., LENS, EDI or TAG) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in minutes and seconds rounded to the nearest second.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.

Calculation:

Acknowledgement Timeliness = [(Date and Time Local Service Request is Received by the ILEC)-(Date and Time Acknowledgement of Syntactically Correct Local Service Request is Transmitted From the ILEC Gateway)];
[(Count of All Acknowledgements Transmitted Within 15 Minutes)/(Count of All Acknowledgements Transmitted in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- State and Region
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region • Count of Firm Order Acknowledgements • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region • Count of Order Acknowledgments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category

• Volume Category • Manual Fallout	
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Acknowledgement Completeness

Definition:

This measure is designed to monitor the percent of acknowledgements received by the CLEC from the ILEC after the submission of a Local Service Request.

Exclusions:

- None

Business Rules:

For CLEC Results:

An acknowledgement is the first indicator that the Local Service Request has been received by the ILEC and is under analysis. Acknowledgement Completeness is determined by computing the number of acknowledgements transmitted by the ILEC and divided by the number of Local Service Requests received by the ILEC during the reporting period.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., LENS, EDI or TAG) then the preceding measurement must be computed for each interface arrangement.
- All intervals are measured in minutes and seconds rounded to the nearest second.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.

Calculation:

Acknowledgements Completeness = [(Total Number of Acknowledgements)/(Total Number of Service Requests Received in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- State and Region
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region • Count of Firm Order Acknowledgements • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region • Count of Order Acknowledgments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Firm Order Commitment and Reject Response Completeness

Definition:

A response is expected from the ILEC for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Commitment and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Commitment and Reject Responses.

Exclusions:

- Service Requests canceled by the CLEC prior to being committed or rejected.

Business Rules:

- **Mechanized** - The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).
- **Partially Mechanized** – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.
- **Total Mechanized** - The number of the combination of Fully Mechanized and Partially Mechanized LSRs
- **Non-Mechanized** - The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

For CLEC Results:

Firm Order Commitment and Reject Response Completeness is determined in two dimensions:

- Percent responses is determined by computing the number of Firm Order Commitments and Rejects transmitted by the ILEC and dividing by the number of Local Service Requests (all versions) received in the reporting period.
- Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Commitments, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

For ILEC Results:

Same computation as for the CLEC.

Other Clarifications and Qualification:

- When the ILEC processes orders for a CLEC via different interfaces (e.g., LENS, EDI or TAG) then the preceding measurement must be computed for each interface arrangement.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC's order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC to the CLEC.

Calculation – Single FOC/Reject Response Expected

Firm Order Commitments / Reject Response Completeness = [(Total Number of Service Requests for Which a Firm Order Commitments or Reject is Sent/Total Number of Service Requests Received in the Report Period)] X 100

Calculation – Multiple or Differing FOC/Reject Responses Not Expected

Firm Order Commitment and Reject Response Completeness = [(Total Number of Firm Order Commitments Per LSR Version)+(Total Number of Reject Responses Per LSR Version)+(Combination of Firm Order Commitments and Reject Per LSR Version)/(Total Number of Service Requests (All Versions) Received in the Reporting Period) X 100]

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region • Count of Orders Completed Without Manual Intervention • Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region • Count Orders Completed Without Manual Intervention • Count of Order Commitments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Provisioning Notification Completeness	
Definition:	
The percent of Local Service Requests eligible to complete that receive notification of provisioning completion. Local Service Requests are eligible to complete if the order is not in clarification on the date and time the LSR is due to be provisioned and completed; a supplement LSR has not been sent to the ILEC to cancel the LSR, and the due date has passed.	
Exclusions:	
• Service Requests which is in clarification on the date and time the LSR is due to be provisioned and completed. • Service Requests canceled by the CLEC prior to being committed or rejected. • Service Requests which have not yet reached the due date.	
Business Rules:	
Provisioning Notification Completeness is determined by counting the number of completed Local Service Requests and then dividing by the total number of Local Service Requests received that are eligible to complete.	
Calculation:	
Provisioning Notification Completeness = [(Count of Completed Local Service Requests)/(Total Number of Local Service Requests Received That are Eligible to Complete in the Reporting Period)] X 100	
Report Structure:	
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region • Count of Orders Completed Without Manual Intervention • Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region • Count Orders Completed Without Manual Intervention • Count of Order Commitments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Percent Order Accuracy

Definition:

Customers expect that their service provider will deliver precisely the service ordered and all the features specified. A service provider that is unreliable in fulfilling orders, will not only generate ill-will with customers when errors are made, but will also incur higher costs to rework orders and to process customer complaints. This measurement monitors the accuracy of the provisioning work performed by the ILEC, in response to CLEC orders. When the ILEC provides the comparable measure for its own operation, it is possible to know if provisioning work performed for CLECs is at least as accurate as that performed by the ILEC for its own retail local service operations.

Exclusions:

- Orders canceled by the CLEC
- Order Activities of the ILEC associated with internal or administrative use of local services.
- For resubmissions impact on due date measure, ILEC would not have to comply if tying final accepted order to original order is technically infeasible (But feasibility issue will be revised as systems are upgraded.)

Business Rules:

For CLEC Results:

For each order completed during the reporting period, the original account profile and the order that the CLEC sent to the ILEC are compared to the services and features reflected upon the account profile as it existed following completion of the order by the ILEC. An order is "completed without error" if all service attribute and account detail changes (as determined by comparing the original and the post order completion account profile) completely and accurately reflect the activity specified on the original and any supplemental CLEC orders. "Total number of orders completed" refers to the total number of order completion notices sent to the CLEC by the ILEC for each reporting dimension identified below.

For ILEC Results:

Same computation as for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- Order Supplements - If the CLEC initiates any supplements to the originally submitted order, for the purposes of reflecting changes in customer requirements, then the cumulative effect of the initial order and all the supplemental orders will be compared. Differences will be determined by comparing the pre- and post-order completion account profiles for the affected customer.
- Completion Notices - To the extent that the ILEC supplies a completion notice containing sufficient information to perform validation of the order accuracy, then the Completion Notice information can be utilized in lieu of the comparison of the "before" and "after" account profiles. Use of the completion notice for this purpose would need to be at the mutual agreement of the ILEC and the CLEC.
- All Orders - The comparison is between the CLEC order and the account profile as it existed before and after order completion.
- Service Profile - If a sample is employed for this measurement, then the ILEC should also be prepared, if requested, to demonstrate that the order activity types represented within each service type for both the ILEC and CLEC sample are representative of actual experiences for each entity.
- Sampling may be utilized to establish order accuracy provided the results produced are consistent with the reporting dimensions specified, the sample methodology is disclosed in advance and reflects generally accepted sampling methodology and the sampling process may be audited by the CLEC.

Calculation:

Percent Order Accuracy = [(Σ Orders Completed w/o Error)/(ΣOrders Completed)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Count of Orders Completed Without Manual Intervention	• Report Month • Count Orders Completed Without Manual Intervention

• Count of Firm Order Commitments • Count of Syntax Rejects • Count of Legacy System Rejects • Count of Orders Submitted • Interface Type • Order Activity Type • Original order date for rejected orders • Rejection Notice Date and Time • Service Type • Volume Category • Manual Fallout (for Mechanized Orders Only)	• Count of Order Commtments • Count of Syntax Rejects • Count of Legacy System Reject • Count of Orders Submitted • Interface Type • Order Activity • Service Type • Volume Category
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Percent Completions/Attempts without Notice or with Less Than 24 Hours Notice.

Definition:

CLECs need adequate notice of order completion activities. They can be made to look disorganized by ILECs providing service without such advance notice: Customers and CLECs may even be unable to schedule necessary vendors on the scene to complete the installation, resulting in ILEC technicians being turned away and customer frustration with the CLEC. An ILEC could cause a great deal of harm to the CLEC competitively, yet look like it is providing parity or above parity service by the results other provisioning measures. A measurement capturing any non-parity in the occurrence of surprise or short-notice service deliveries also is critical to affording CLECs a reasonable opportunity to compete.

Exclusions:

- Rejection Interval - None
- Jeopardy Interval - None
- Firm Order Commitment Interval - None
- Completion Notification Interval - None
- Percent Jeopardies – None
- Completions or Attempts Without Notice or With less than 24-hours' notice delivery that the CLEC specifically requested.

Business Rules:

For CLEC Results:
Calculation would exclude any successful or unsuccessful service delivery that CLEC was informed of at least 24 hours in advance. ILEC may also exclude from calculation deliveries on less than 24 hours' notice that CLEC requested.

For ILEC Results:
The ILEC reports completions for which ILEC technicians delivered service to customers without giving sufficient advance notice to customers, sales or to internal account team to arrange for appropriate vendors to be on hand. Calculation of insufficient notice is similar to CLEC calculation (none or less than 24 hours). Similar surprise service deliveries are calculated for ILEC affiliate's account representatives.

Calculation:

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = [(Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received Within 24 Hours of Due Date)/(All Completions)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Interface Type • Service Type • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type (Rejection, FOC, Jeopardy Type, • Completion Notice) • Status Notice Date • Status Notice Time • Standard Order Activity • Order Due Date	• Report Month • Interface Type • Service Type • Status Type (Rejection, FOC, Jeopardy Type, • Completion Notice) • Average Status interval • Standard error of status interval • Number of Orders Reflected In Result • Standard Order Activity • Number of Statuses Provided

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Percent Service Loss from Early Cuts

Definition:

Customers must not be subjected to unscheduled service disruptions because of lengthy or uncoordinated cutovers of loops with interim or permanent number portability or the provision of any other UNEs that require disconnection and reconnection of a customer.

Exclusions:

- None

Business Rules:

For CLEC Results:

For coordinated loop cuts, the same loop is moved from an existing port to what is effectively a different port (The CLEC collocation point). Translation disconnects also are reported if they occur too early in a conversion involving local number portability. For each conversion, the ILEC will track whether the cutover time (for facilities and translations) was earlier than the committed due date and time that appeared on the FOC. The total number of early cutovers will be divided by the total number of customer conversions that were completed during the reporting period. The resulting ratio will be expressed as a percentage.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Percent Service Loss from Early Cuts = [(Customer Conversion Where Cutover Time is Earlier Than Due Date and Time)/(All Customer Conversions Completed During Reporting Period)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Service Type • Order Activity • Committed Due Date and Time (from Firm Order Commitments • Completion Date and Time • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Delivered	• Report Month • Number of Early Conversions • Number of Conversions >30 Minutes Late • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Percent Service Loss from Late Cuts

Definition:

Customers must not be subjected to unscheduled service disruptions because of lengthy or uncoordinated cutovers of loops with interim or permanent number portability or the provision of any other UNEs that require disconnection and reconnection of a customer.

Exclusions:

- None

Business Rules:

For CLEC Results:

For coordinated loop cuts, the same loop is moved from an existing port to what is effectively a different port (The CLEC collocation point). Translation disconnects also are reported if they occur too late in a conversion involving local number portability. For each conversion, the ILEC will track whether the cutover time (for facilities and translations) was later than the committed due date and time that appeared on the FOC. The total number of cutovers that were completed more than 1 hour past the committed due date and time for 1-10 lines and more than 2 hours for more than 10 lines will be divided by the total number of customer conversions that were completed during the reporting period. The resulting ratio will be expressed as a percentage.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Percent Service Loss from Late Cuts =[(Customer Conversions Where Cutover Time is More than 30 Minutes Past Due Date and Time)/(All Customer Conversions Completed During Reporting Period)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Service Type • Order Activity • Committed Due Date and Time (from Firm Order Commitment) • Completion Date and Time • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Delivered	• Report Month • Number of Early Conversions • Number of Conversions >30 Minutes Late • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Percent of Orders Cancelled or Supplemented at the Request of the ILEC

Definition:

Prior to or during the cutover, the ILEC may encounter internal problems with its network which make it impossible to perform the cutover at the agreed upon time. This results in significant inconvenience to the customer. As a result, the percent of orders that are cancelled or supped by the CLEC at the request ILEC must be measured. This measurement must be expressed as a fraction to understand both the number and the percent of times that the order must be supped at the ILEC Request.

Exclusions:

- None

Business Rules:

For CLEC Results:

The percent of orders that are supplemented or cancelled due to a jeopardy and network problems attributable to the ILEC. The ILEC will track the number of orders that they request to be supplemented or changed. The total number of supplements and cancels from the CLEC will also be tracked. The ratio will be calculated by dividing the number of orders supplemented or cancelled at the request of the ILEC divided by the total supplements or cancels by the CLEC. For this formula, the resulting ratio will be expressed as a percentage.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Percent of Orders Cancelled or Supplemented at the Request of the ILEC = [(Number of Orders Cancelled or Supplemented at the Request of the ILEC During Reporting Period)/(Number of Cancels and Supplements During the Reporting Period)] x 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Service Type • Order Activity • Committed Due Date and Time (from Firm Order Commitment) • Completion Date and Time • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Delivered	• Report Month • Number of Early Conversions • Number of Conversions >30 Minutes Late • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Percent of Coordinated Cuts Not Working as Initially Provisioned

Definition:

Customers may experience either a full or partial loss of service due to defective ILEC facilities where the CLEC is reusing the customer's existing loop, or due to the switching platform not being properly set up with the 10 Digit / 6 Digit trigger being applied. To ensure that the CLEC's customers are not disproportionately losing dial tone, the percent of ILEC caused service interruptions outside of the initial customer cutover must be measured.

Exclusions:

- None

Business Rules:

For CLEC Results:
The ILEC will track the number of Coordinated Cuts that are not working as initially provisioned by the number of provisioning troubles by the CLEC during the cutover process that are ultimately attributable to the ILEC. The measurement will be calculated by dividing the number of troubles by the total number of Coordinated Cuts provisioned for the CLEC during the reporting period.

For ILEC Results:
ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Percent of Coordinated Cuts Not Working as Initially Provisioned = [(Number of Troubles Attributable to the ILEC on Initial Customer Cutover)/(Number of Coordinated Cuts Provisioned During The Reporting Period)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Service Type • Order Activity • Committed Due Date and Time (from Firm Order Commitment) • Completion Date and Time • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Delivered	• Report Month • Number of Early Conversions • Number of Conversions >30 Minutes Late • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Records With Errors • Number of Records Created

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Average Recovery Time

Definition:

Customers do not expect lengthy service outages due to problems experienced during the coordinated cut process. If problems do occur, the ILEC should work to minimize the customer outage. If a problem is found and can be isolated to the ILEC side of the network, the time between notification and resolution by the ILEC must me measured to ensure that CLEC customers do not experience unjustifiably lengthy service outages.

Exclusions:

- None

Business Rules:

For CLEC Results:

When there is a problem during the porting process, the ILEC will track the average duration of each service outage or trouble. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and an index number issued by the CLEC. For each trouble, the ILEC will track the duration of the trouble. The sum of all time associated with the troubles will be divided by the number of troubles. Average recovery time does not include time restoring a customer to the ILEC.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Average Recovery Time = $\Sigma\{[$(Date & Time That Trouble is Closed By CLEC)–(Date & Time Initial Trouble is Opened With ILEC)$]/$(Number of Troubles Referred to the ILEC)$\}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Service Type • Order Activity • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Troubles • Date & Time Trouble is Received • Date & Time Trouble is Closed • Interval of Each Trouble	• Report Month • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Troubles • Date & Time Trouble is Received • Date & Time Trouble is Closed • Interval of Each Trouble

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Mean Time to Restore a Customer to the ILEC

Definition:

If there are extenuating circumstances during a port such that the customer is out of service for an extended amount of time, the CLEC may determine that the problem cannot be resolved quickly, and the service must be restored to the ILEC. The CLEC will communicate to the ILEC Coordinator that the customer needs to be restored to the ILEC until the situation can be resolved. To ensure that the customer is not out of service for an extended period of time during the restoration to the ILEC, the time it takes to re-establish the end user's service must be also be measured.

Exclusions:

- None

Business Rules;

For CLEC Results:

If the customer has been out of service, and there are issues that cannot be fixed or resolved in an expeditious manner, the CLEC may request to reestablish the customer on the existing ILEC facilities. This will allow both the ILEC and the CLEC to resolve the issues and the port to proceed at a later date without further outage of the customer's service. For each customer restored to ILEC service, the ILEC will track the cumulative amount of time between the initial notification from the CLEC until the time when the end user or CLEC has confirmed that their service has been restored. The cumulative time will be divided by the number of customers restored to the ILEC during the reporting period.

For ILEC Results:

ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Calculation:

Mean Time to Restore A Customer to the ILEC = $\Sigma\{[(\text{Date \& Time Service is Restored to Customer}) - (\text{Date \& Time of Initial Notification to Restore})]/(\text{Number of Circuits Restored to ILEC})\}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Service Type • Order Activity • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Circuits Restored • Date & Time Notification is Received • Date & Time Restoration is Completed • Interval of Each Restoration	• Report Month • Total Number of Conversions • Average Conversion Interval • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:	
Percent of Customers Restored to the ILEC	
Definition:	
In addition to monitoring the time it takes for the ILEC to re-establish the end-user's service, the frequency that a CLEC customer must be restored to the ILEC must be measured.	
Exclusions:	
• None	
Business Rules:	
For CLEC Results: The ILEC will track the number of circuits that need to be reestablished with the ILEC and divide them by the cumulative number of coordinated cuts during the established period. This measurement will be expressed as a percentage. **For ILEC Results:** ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premises to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).	
Calculation:	
Percent Of Customers Restored to the ILEC = [(Number of Circuits Restored to ILEC/Number of Total Circuits Attempted to Port During Interval)] X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Service Type • Order Activity • Geographic Scope • Volume Category • Record Type or Invoice Type • Number of Circuits Restored • Number of Circuit Port Attempts	• Report Month • Standard Error of Conversion Interval • Geographic Scope • Volume Category • Record Type or Invoice Type
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Call Abandonment Rate – Ordering & Provisioning

Definition:

When CLECs experience operational problems dealing with ILEC processes or interfaces, prompt responses by ILEC support centers are required to ensure that the CLEC customers are not adversely affected. Any delay in responding to CLEC center requests for support (e.g., request for a vanity telephone number) will, in turn, adversely impact the CLEC retail customer who may be holding on-line with the CLEC customer service agent. This measure monitors the ILEC's handling of support calls from CLECs to determine if responsiveness is at parity with the service the ILEC provides its retail customers seeking assistance.

Exclusions:

- None

Business Rules;

For CLEC Results:

The Call Abandonment Rate is based on the number of calls received by the call distribution system of the ILEC center for the reporting period, regardless whether the call actually is transferred to ILEC personnel for processing. In addition, a count is accumulated of all calls that are subsequently terminated by the calling party or dropped due to equipment failure before transfer to the service agent for processing. The accumulated count of calls abandoned (terminated) is divided by the total count of calls received at the monitored center.

Call Abandonment Rate is monitored through the call management technology utilized to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing ILEC support centers intended for CLEC use). Results for each measure are to be provided separately for each center handing CLEC inquiries. If centers deployed by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

Calculation:

Call Abandonment Rate = [(Count of Calls Terminated Before Answer During the Reporting Period)/(Count of All Calls Placed in Queue During the Reporting Period)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer • Count of Calls Answered • Count of Calls Abandoned	• Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer • Count of Calls Answered • Count of Calls Abandoned

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Mean Jeopardy Interval for Maintenance and Trouble Handling

Definition:

Customers need to know that the CLEC is monitoring the status of their repair closely. The CLEC, therefore, needs jeopardy notification if repair commitments are not going to be met. This measure, when collected and compared for the CLEC and ILEC, monitors whether the CLEC receives the same jeopardy notices regarding repairs as the ILEC provides for its own or an affiliate's retail customers.

Exclusions:

- Trouble tickets that are canceled at the CLEC's request
- ILEC trouble reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring
- Subsequent Reports (additional reports on an already open ticket)
- Any trouble type tracking that parties agree are technically unfeasible or operationally prohibitive
- A trouble ticket created for tracking and/or monitoring requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers.
- Tickets used to track referrals of misdirected calls

Business Rules:

CLEC Results:

Jeopardy Interval is the remaining time between the pre-existing committed maintenance or trouble handing appointment date and time and the date and time the ILEC issues a notice to the CLEC indicating an appointment is in jeopardy of being missed. The scheduled appointment time will be assumed to be 5:00 p.m. local time unless other information is communicated. The date and time of the jeopardy notice delivered by the ILEC is subtracted from the scheduled completion date to establish the jeopardy interval for any appointment placed in jeopardy. The jeopardy interval is accumulated by service group with the resulting accumulated time then divided by the count of scheduled appointments associated with the particular service.

For ILEC Results:

Computations are the same as for the CLEC with the clarifications outlined below.

Other Clarifications and Qualification:

All intervals are measured in hours and hundredths of an hour rounded to the nearest hundredth. The lack of electronic bonding for maintenance does not excuse the ILEC from jeopardy reporting requirements.

Calculation:

Mean Jeopardy Interval for Maintenance and Trouble Handling = $\Sigma\{[$(Date and Time of Committed Due Date for Maintenance or Trouble Handling)-(Date and Time of Jeopardy Notice)$]/$(Number of Maintenance or Trouble Handling Appointments Jeopardized in Reporting Period)$\}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • CLEC Ticket Number • Ticket Submission Time • Ticket Submission Date • Ticket Completion Time • Trouble Resolution Time • Trouble Resolution Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type • Geographic Scope	• Report Month • Average Restoral Interval • Standard Error for the Average Restoral Interval • Service Type • Trouble Type • Geographic Scope • Number of Tickets •

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:

Percent Customer Troubles Resolved Within Estimate

Definition:

When customers experience trouble on working services, they naturally expect the services to be restored within the time frame promised. When such commitments are not fulfilled, an already unsatisfactory condition, in the customer's eyes, becomes even worse. When this measure is collected for the ILEC and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to the ILEC operations) estimates of the time required to complete repairs.

Exclusions:

- Trouble tickets that are canceled at the CLEC request
- ILEC trouble reports associated with administrative service
- Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
- Trouble tickets created for tracking and/or monitoring requests for clarifying information (e.g., confirmation of customer ownership from CLEC support centers).
- Tickets used to track referrals of misdirected calls.

Business Rules:

For CLEC Results:

The computation of the measure is as follows: The quoted repair completion date and time is compared to the actual repair date and time (ticket closure as defined in Time to Restore metric). In each instance where the actual repair date and time is on or before the initially provided estimated or quoted date and time to restore, the count of "troubles resolved within estimate" is incremented by one for the relevant "service type" and "trouble type." The resulting count is divided by the total number of troubles resolved (for the consistent service and trouble type), for the report period, in all instances where an estimated interval was provided or a standard interval existed.

For ILEC Results:

Same calculation as for CLEC.

Other Clarifications and Qualification:

The ILEC analog for this measure is derived by comparing the actual date and time of ILEC trouble ticket closure compared to the projected trouble clearance date and time established through the ILEC agent's on-line interaction with the ILEC's work management system, regardless of whether or not the ILEC currently quotes this information to its retail customer.

- See the "Time To Restore" measurement for discussion of analogous ILEC maintenance activities (e.g., trouble resolution).
- The "quoted" or "estimated" time to restore is the actual scheduled time projection returned by the ILEC work management system or the standardized repair interval that the ILEC uses for its own operations when equivalent service arrangements are involved.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- If the ILEC supplies only the estimated repair interval, then the estimated date and time of repair is determined by adding the repair interval to the date and time that the CLEC logged the repair request with the ILEC.

Calculation:

Percent Customer Troubles Resolved Within Estimate = [(Count of Customer Troubles Resolved By The Quoted Resolution Time and Date)/(Count of Customer Troubles Tickets Closed)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Time • Ticket Submission Date	• Report Month • Service Type • Trouble Type • Number of Troubles Resolved Within Estimate

• Trouble Resolution Time • Trouble Resolution Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Trouble Type • Geographic Scope	• Number of Troubles Resolved • Geographic Scope •
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Call Abandonment Rate – Maintenance

Definition:

When CLECs experience operational problems dealing with ILEC processes or interfaces, prompt responses by ILEC support centers are required to ensure that the CLEC customers are not adversely affected. Any delay in responding to CLEC center requests for support (e.g., request for a vanity telephone number) will, in turn, adversely impact the CLEC retail customer who may be holding on-line with the CLEC customer service agent. This measure monitors the ILEC's handling of support calls from CLECs to determine if responsiveness is at parity with the service the ILEC provides its retail customers seeking assistance.

Exclusions:

- None

Business Rules:

For CLEC Results:

The Call Abandonment Rate is based on the number of calls received by the call distribution system of the ILEC center for the reporting period, regardless whether the call actually is transferred to ILEC personnel for processing. In addition, a count is accumulated of all calls that are subsequently terminated by the calling party or dropped due to equipment failure before transfer to the service agent for processing. The accumulated count of calls abandoned (terminated) is divided by the total count of calls received at the monitored center.

Call Abandonment Rate is monitored through the call management technology utilized to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing ILEC support centers intended for CLEC use). Results for each measure are to be provided separately for each center handing CLEC inquiries. If centers deployed by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

Calculation:

Call Abandonment Rate = [(Count of Calls Terminated Before Answer During the Reporting Period)/(Count of All Calls Placed in Queue During the Reporting Period)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer • Count of Calls Answered • Count of Calls Abandoned	• Month • Center Identifier • Center Type • Mean Speed of Answer • Standard Error for Mean Speed of Answer • Count of Calls Answered • Count of Calls Abandoned

Retail Analog/Benchmark:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Report/Measurement:	
Average Time Allotted To Proof Listing Updates Before Publication	
Definition:	
CLECs must be provided the same opportunity to review directory listing updates to catch any errors before publication in white pages directories.	
Exclusions:	
None	
Business Rules:	
For CLEC Results: Time Allotted To Proof Listing Updates encompasses the amount of review time afforded to CLECs for the purposes of validating directory listings prior to directory publication. If electronic access permits a CLEC to view, on demand, its customers' listings as they will be published, then this measure is not necessary. An interface availability measurement, however, should be included within the reporting dimensions for the "General" OSS systems measurements. The directory proofing interval information should be captured and retained for each directory published. The interval is measured from the date and time the CLEC receives a final listing of customer-related information that will be contained within the ILEC's next directory publication to the final date and time for submission of changes to the listings provided. **For ILEC Results:** Same calculation as for CLEC.	
Calculation:	
Average Time Allotted To Proof Listing Updates Before Publication = $\Sigma\{[$(Date & Time of Directory Publication Deadline)–(Date and Time Updates Available for Proofing)$]/$(Number of Updates Sent for Proofing)$\}$	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Month • Type of Measurement - Directory Listing • Directory Close Date (DL only) • List Availability Date (DL only)	• Month • Type of Measurement - Directory Listing • Directory Close Date (DL only) • Listing Availability Date (DL only)
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:	
Meantime To Notify CLEC	
Definition:	
Both CLECs and ILECs must be made aware of major network events in order to notify customers and regulatory agencies (e.g. E-911 agencies, FAA, and other key customer accounts). To that end, the ILECs must provide the CLECs with timely and detailed information (pertaining to a network incident) to afford CLECs the opportunity to make prudent business decisions regarding management of their own customer base and networks. For example, the ILEC would inform the CLEC that the network incident was caused by a cable cut at a specified location.	
Exclusions:	
• None	
Business Rules:	
For CLEC Results: The results will be based on the time it takes for the ILEC's Centralized Control Center to notify the CLEC and ILEC of a customer impacting network incident in equipment utilized by the CLEC. When the ILEC's Centralized Control Center becomes aware of the network incident, they must electronically notify both the ILEC and the CLEC. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. **For ILEC Results:** Same computation as for the CLEC.	
Calculation:	
Meantime To Notify CLEC = $\Sigma\{[$(Date and Time ILEC Notified CLEC)–(Date and Time ILEC detected network incident)$]/$(Count of Network Incidents)$\}$	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	
Data Retained Relating To CLEC Experience:	**Data Retained Relating To BST Performance:**
• Report Month • Type of Event • Meantime to notify CLEC • Number of Events • Geographic Scope Indicator	• Report Month • Type of Event • Mean Time to Detect Event • Number of Events • Geographic Scope Indicator
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Average Update Interval

Definition:

CLECs must rely on ILEC databases in order to provide accurate E911/911 services, directory listings, directory assistance, and operator services. ILECs currently control the updating of many essential databases, such as the Line Information Database (LIDB); directory listings, E911 Automatic Location Identifier (ALI), Master Street Address Guide (MSAG) and selective routing databases.

In addition, accurate and timely loading of NXXs before the LERG (Local Exchange Routing Guide) effectiveness date is vital to CLEC customer's receiving calls from ILEC customers, and it is essential to ensure that customers are charged correctly for local and toll calls. Routing of CLEC's NXXs at the tandem and central office to the proper Public Safety Answering Point (PSAP) for emergency calls also is critical to E911/911 service.

Disparity in timely and accurate updates of the above databases can lead to annoying, costly and possibly "life and death" situations for CLEC customers.

Exclusions:

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- ILEC updates associated with internal or administrative use of local services

Business Rules:

For CLEC Results:

The actual update interval is determined for each update processed during the reporting period. It is the elapsed time from the ILEC receipt of a syntactically correct transaction from the CLEC to the ILEC's accurate completion of updating all databases affected by the CLEC activity. Elapsed time for each update is accumulated for each affected database (e.g., E911/911, LIDB, Directory and Directory Listings). The time required to update each database is accumulated and then divided by the associated total number of updates completed within the reporting period.

For ILEC Results:

The ILEC computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for an ILEC update is measured from the point in time when the ILEC's file maintenance process makes the LIDB update information available until the date and time reported by the ILEC that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which the ILEC issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the update submission date and time will be the date and time of ILEC receipt of a syntactically correct update supplement. Update activities responding to ILEC initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation:

Average Update Interval = $\Sigma\{[(\text{Completion Date \& Time of Database Update}) - (\text{Submission Date and Time of Database Change})]/(\text{Total Number of Updates Completed During Reporting Period})\}$

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Database Type • Update Submission Date	• Report Month • Database Type • Mean Interval for Update

• Update Submission Time • Update Completion Date • Update Completion Time • Reporting Dimension • Geographic Scope	• Standard Error of Mean • Number of Updates • Number of Updates With Errors • Geographic Scope
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

Report/Measurement:

Percent Update Accuracy

Definition:

CLECs must rely on ILEC databases in order to provide accurate E911/911 services, directory listings, directory assistance, and operator services. ILECs currently control the updating of many essential databases, such as the Line Information Database (LIDB); directory listings, E911 Automatic Location Identifier (ALI), Master Street Address Guide (MSAG) and selective routing databases.

In addition, accurate and timely loading of NXXs before the LERG (Local Exchange Routing Guide) effectiveness date is vital to CLEC customer's receiving calls from ILEC customers, and it is essential to ensure that customers are charged correctly for local and toll calls. Routing of CLEC's NXXs at the tandem and central office to the proper Public Safety Answering Point (PSAP) for emergency calls also is critical to E911/911 service.

Disparity in timely and accurate updates of the above databases can lead to annoying, costly and possibly "life and death" situations for CLEC customers.

Exclusions:

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- ILEC updates associated with internal or administrative use of local services

Business Rules:

For CLEC Results:

For each update completed during the reporting period, the original update that the CLEC sent to the ILEC is compared to the Database following completion of the update by the ILEC. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each Database (e.g., E911/911, LIDB, Directory and Directory Listings) should be separately tracked and reported.

For ILEC Results:

The ILEC computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for an ILEC update is measured from the point in time when the ILEC's file maintenance process makes the LIDB update information available until the date and time reported by the ILEC that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which the ILEC issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the update submission date and time will be the date and time of ILEC receipt of a syntactically correct update supplement. Update activities responding to ILEC initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation:

Percent Update Accuracy = [(Number of Updates Completed Without Error)/(Number Updates Completed)] X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

See Appendix A: AT&T Disaggregation, Analogs and Benchmarks

Data Retained Relating To CLEC Experience:	Data Retained Relating To BST Performance:
• Report Month • Database Type • Update Submission Date • Update Submission Time	• Report Month • Database Type • Mean Interval for Update • Standard Error of Mean

• Update Completion Date • Update Completion Time • Reporting Dimension • Geographic Scope	• Number of Updates • Number of Updates With Errors • Geographic Scope
Retail Analog/Benchmark:	
See Appendix A: AT&T Disaggregation, Analogs and Benchmarks	

APPENDIX A: AT&T DISAGGREGATION, ANALOGS AND BENCHMARKS*

Appendix A

Disaggregation Explanation
(Process Level)

Disaggregation
A. Pre-Order OSS Responsiveness 1. Feature Function Availability/Service Availability 2. Facility Availability Qualification of Loops for Advanced Digital Services 3. Street Address Validation 4. Appointment Scheduling 5. Customer Service Records 6. Telephone Number 7. Rejected or Failed Queries (regardless of type)
B. Maintenance & Repair OSS Responsiveness 1. Create (or confirm logging of) a Maintenance Request 2. Obtain Status 3. Obtain Test Results 4. Cancel Request 5. Rejected of Failed Queries (regardless of type) 6. Clearance Notification 7. Closure Notification
C. Collocation 1. Physical Caged 2. Shared Caged 3. Cageless 4. Adjacent On-Site 5. Adjacent Off-Site 6. Augment to Physical 7. Virtual 8. Augment to Virtual
D. Multi-Functional Disaggregation 1. Interface type—for preordering, ordering, billing and maintenance and repair OSS 2. Dispatch and non-dispatch—for provisioning and maintenance measures 3. Volume—for ordering, provisioning, and maintenance measures (a) 1-5 lines, (b) 6-14 lines, and (c) 15+ lines 4. Geographic --All measures should be disaggregated to a state level, if the data is available. Additionally, provisioning and maintenance measures should be disaggregated to the MSA level 5. By CLEC, BST, and all BST affiliates for all measures 6. Center—for OS/DA, ordering & maintenance service center measures
E. Service Order Activities 1. New Service Installations 2. Service Migrations Without Changes 3. Service Migrations With Changes 4. Local Number Porting 5. Inside Move 6. Outside Move 7. Records Change 8. Feature Changes 9. Service Disconnects 10. Translation Disconnects

Disaggregation
11. Standalone Directory Listing (DL) 12. Standalone Directory Assistance (DA) Listing **13.** Standalone DL & DA Activity
F. Billing 1. Record Type (resale, interconnection, UNE)

Disaggregation, Analogs and Benchmarks		
G. Product Disaggregation for (Ordering, Provisioning, and Maintenance & Repair)	**Benchmark-- 95% within x Days unless otherwise noted (resale) for Order Completion Interval**	**Retail analog for other provisioning and maintenance and repair measures**
1. Resold Residence POTS	1. Retail Analog	1. Retail Analog
2. Resold Business POTS	2. Retail Analog	2. Retail Analog
3. Resold BRI ISDN	3. Retail Analog	3. Retail Analog
4. Resold PRI ISDN	4. Retail Analog	4. Retail Analog
5. Resold Centrex/Centrex-like	5. Retail Analog	5. Retail Analog
6. Resold Analog PBX trunks	6. Retail Analog	6. Retail Analog
7. Resold DID Trunks	7. Retail Analog	7. Retail Analog
8. Resold Voice-Grade Private Line	8. Retail Analog	8. Retail Analog
9. Resold DS1 Services	9. Retail Analog	9. Retail Analog
10. Resold DS3 Services	10. Retail Analog	10. Retail Analog
11. Resold >DS3 Services	11. Retail Analog	11. Retail Analog
12. Other Resold Services	12. Retail Analog	12. Retail Analog
13. UNE Platform	13. Retail POTS	13. Retail POTS
14. UNE Channelized DS1 (DS1 loop + multiplexing)	14. 3, 7, and 10 days, for a ,b, and c, volumes respectively	14. DS1
15. Unbundled 8 dB Analog Loops	15. Same as above	15. Retail POTS
16. Unbundled 2-wire Digital Loops	16. Same as above	16. Retail POTS
17. Unbundled 4-wire Digital Loops	17. Same as above	17. Retail POTS
18. Unbundled ADSL Loops	18. Same as above	18. DS1
19. Unbundled HDSL Loops	19. Same as above	19. DS1
20. Unbundled xDSL Loops	20. Same as above	20. DS1
21. Other Unbundled Loops	21. Same as above	21. DS1
22. UNE Analog Switch Port (line side)	22. 2 days	22. POTS
23. UNE BRI Capable Switch Port (line side)	23. 3 days	23. ISDN
24. UNE DS1 Switch Port (line side)	24. 5 days	24. DS1
25. UNE PRI Switch Port (trunk side)	25. 5 days	25. ISDN
26. UNE DID-capable Switch Port (trunk side)	26. 5 days	26.
27. UNE Message Trunk Port	27. 5 days	27. DS1
28. UNE Dedicated DS0 Transport	28. 3, 7, and 10 days, for a ,b, and c, volumes respectively	28. DS1
29. UNE Dedicated DS1 Transport	29. Same as above	29. DS1
30. UNE Dedicated DS3 Transport	30. Same as above	30. DS3
31. Interconnect Trunks (DS0s, DS1s and DS3s,)	31. ILEC Trunks	31. ILEC Trunks
32. Two-Way Trunking, Inbound Augments, separately)	32. ILEC Trunks	32. ILEC Trunks

Disaggregation, Analogs and Benchmarks		
G. Product Disaggregation for (Ordering, Provisioning, and Maintenance & Repair)	**Benchmark-- 95% within x Days unless otherwise noted (resale) for Order Completion Interval**	**Retail analog for other provisioning and maintenance and repair measures**
33. ILNP	33. 3, 7, and 10 days, for a ,b, and c, volumes respectively	33. Retail POTS
34. PNP	34. Same as above	34. Retail POTS

AT&T Performance Standards By Measure

BellSouth Measure	Standard/Benchmark
1. Average Response Time and Response Interval (Pre-Ordering) 2. Interface Availability (Pre-Ordering) 3. Interface Availability (Maintenance & Repair) 4. Response Interval (Maintenance & Repair)	(See Section D above re: interface, company, and geographic disaggregation) 1. Retail analogs by function. See Section A above. 2. 99.5 % availability for all OSS interfaces. 3. 99.5% availability for all OSS interfaces. 4. Retail analogs by function. See Section B above.
1. Percent Flow-through Service Requests 2. Order Acknowledgement Timeliness 3. Order Acknowledgement Completeness 4. Percent Rejected Service Requests 5. Reject Interval 6. Firm Order Commitment Timeliness 7. Firm Order Commitment/Rejection Response Completeness 8. Speed of Answer in Ordering Center 9. Percent Order Accuracy	(See Section G above re: products) (See Section D above re: interface, company, and geographic, and volume disaggregation) 1. 98% flow-through, with an improvement plan if BST's current methodology is not rejected by the Commission. 2. 100% of all Mechanized Acknowledgements Are Returned Within 15 Minutes of Receiving LSR 3. Mechanized Acknowledgements Are Sent 100% of Time 4. Diagnostic 5. 95% or greater within: mechanized-- 1 hour, partially mechanized—5 hours, non-mechanized--24 hours 6. 95% or greater within: mechanized-- 1 hour, partially mechanized—5 hours, non-mechanized--24 hours 7. Firm Order Commitments or Reject Responses are Returned on 100% of LSRs. 8. 95% within 20 seconds, 100% within 30 seconds 9. 99% of Completed CLEC Orders Are Accurate
1. Mean Held Order Interval & Distribution Intervals 2. Average Jeopardy Notice Interval & % of Orders Given Jeopardy Notices 3. Percent Orders Completed On Time 4. Average Completion Interval 5. Average Completion Notice Interval 6. Provisioning Notification Completeness 7. Coordinated Customer Conversions 8. % Provisioning Troubles w/i 30 days of Service Order Activity 9. Percent Completions/Attempts without Notice or with Less Than 24 Hours Notice 10. Percent Service Loss from Early Cuts	(See Section G above for product specific benchmark or retail analog) (See Section D above re: company, and geographic, dispatch, and volume disaggregation) 1. Retail Analog 2. Retail Analog 3. Retail Analog 4. Benchmark 5. Retail Analog 6. Completion notification sent for 98% of completed service orders 7. <10 lines – 100% within 1 hour >11 lines – 100% within 2 hours 8. Retail analog 9. ≥ 98 percent of completions and completion attempts should receive more

BellSouth Measure	Standard/Benchmark
11. Percent Service Loss from Late Cuts 12. Percent of Orders Cancelled or Supplemented at the Request of the ILEC 13. Percent of Hot Cuts Not Working as Initially Provisioned 14. Average Recovery Time 15. Mean Time to Restore a Customer to the ILEC	than 24 hours notice via a FOC 10. 100% of coordinated cutovers begin no earlier than 15 minutes prior to committed due date and time on FOC 11. 100 % of coordinated cutovers complete no later than 1 hour past the committed due date and time on FOC for 1-10 lines and no later than 2 hours for greater than 10 lines. 12. < 1.0% Supped or Cancelled at Request of ILEC 13. < 1.0% of All Coordinated Cuts Not Working as Initially Provisioned 14. 98% of Customer Recoveries Done Within 1 Hour/ 100% of Customer Recoveries Done Within 2 Hours 15. 98% of Customer Restorral to the ILEC Completed Within 1 Hour and 100% Within 2 Hours
1. Customer Trouble Report Rate 2. Maintenance Average Duration 3. Percent Repeat Troubles w/i 30 days) 4. Average Answer Time - Repair Centers 5. Mean Jeopardy Interval for Maintenance & Trouble Handling 6. Percent Customer Troubles Resolved Within Estimate	(See Section G above for product specific retail analog) (See Section D above re: company, and geographic, dispatch, and volume disaggregation) 1. Retail Analog 2. Retail Analog 3. Retail Analog 4. 95% within 20 seconds, 100% within 30 seconds 5. Retail Analog 6. > 99% Resolved Within Estimate
1. Call Abandonment Rate 2. Mean Time To Answer Calls(Service Center)	(See Section D above re: center) 1. < 1% of calls abandoned from queue 2. > 95% of calls, by center, are answered within 20 seconds All calls are answered within 30 seconds
1. Percent Mechanized Billing Format Accuracy 2. Percent Process Accuracy of Current Billing Activity 3. Percent Switched Local Billing Accuracy 4. Percent On-Time Mechanized Local Services Invoice Delivery 5. Percent On-Time Service Order Billing 6. Percent On-Time Correction/Adjustment Dollars 7. Percent On-Time Switched Local Charges 8. Usage Data Delivery Accuracy 9. Mean Time to Deliver Usage	(See Section D above re: interface and company disaggregation) 1. Retail Analog 2. Retail Analog 3. Retail Analog 4. Retail Analog 5. Retail Analog 6. Retail Analog 7. Retail Analog 8. Retail Analog 9. Retail Analog
1. Mean Time To Answer(OS/DA) 2. Mean Time Allotted to Proof Listing Updates Before	((See Section D above re: company and center) 1. >90% of Calls Answered by a Live Agent in 10 Seconds 2. Review Time May be no More than 4 Hours Less Than the ILECs' review time

BellSouth Measure	Standard/Benchmark
Publication(Disaggregated by Directory)	
1. Database Average Update Interval 2. Database Percent Update Accuracy	(See Section d above re: company) 1. 99.99% Completed in 24 Hours 3. > 99.99% Accurate
1. Percent Call Completion	1. Dedicated trunk groups not to exceed blocking standard of B.01. Common Trunk Groups: Where CLEC/LD traffic share common ILEC trunks: No more than 1% of end offices may have more than 2% blockage a month based on Erlang B.01 scale. Where CLEC traffic traverses a separate common network from ILEC traffic: No more than 2% of end offices may have more than 2% blocking.
1. Collocation Average Response Time 2. Collocation Average Arrangement Time 3. Collocation % of Due Dates Missed	(See Section D above re: company and geographic disaggregation and Section C re: collocation disaggregation) 1. 95% within 10 calendar days 2. Physical-90 calendar days, virtual 60 calendar days 3. 0 misses of committed due date

APPENDIX B: GLOSSARY OF ACRONYMS AND TERMS

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms - Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Commitment - A notification returned to the CLEC committing that the LSR has been received and accepted, including a facilities availability validation and the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	**OASIS**	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	**POTS**	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

APPENDIX C: BELLSOUTH'S AUDIT POLICY

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:
1.The cost shall be borne 50% by BellSouth and 50% by the CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Statistical Methodology

Basic concepts and Terms

When making the comparison of BellSouth results to AT&T results, it is necessary to employ comparative methods that are based upon generally accepted statistical procedures. It is important to use statistical procedures because all of the BellSouth-AT&T processes that will be measured are processes that contain some degree of randomness. The use of statistical procedures recognizes the practical existence of measurement variability, and assists in translating results data into decision-making information. AT&T and BellSouth agree that the use of the modified "Z-test," for the difference between the two means (BellSouth and AT&T) or two percentages, or the difference in two proportions, is the appropriate statistical test for the determination of parity when the result for BellSouth and AT&T are compared. The modified Z-tests are applicable if the number of data points are greater than or equal to 10 for a given measurement. For testing compliance for measures for which the number of data points are 9 or less, a permutation analysis is applicable.

The parties agree that the definition of performance measure parity should be that parity exists when the measured results in a single month (whether in the form of means, percents or proportions) for the same measurement, at equivalent disaggregation, for both BellSouth and AT&T are used to calculate a Z-test statistic and the resulting value is no greater than zero.

The Z-test

The objective of the statistical test is to compare the mean of a sample of the ILEC measurements with the mean of a sample of CLEC measurements. Suppose both samples were drawn from the same population; then the difference between these two sample means (*i.e.*, $DIFF = \underline{x}CLEC - \underline{x}ILEC$) will have a sampling distribution which will

(i) have a mean of zero; and
(ii) have a standard error that depends on the population standard deviation and the sizes of the two samples.

Statisticians utilize an index for comparing measurement results for different samples. The index employed is a ratio of the difference in the two sample means (being compared) and the standard deviation estimated for the overall population. This ratio is known as a z-score. The z-score compares the two samples on a standard scale, making proper allowance for the sample sizes.

Statistical Methodology

The computation of the difference in the two sample means is straightforward.

$$DIFF = \underline{x}CLEC - \underline{x}ILEC$$

The standard deviation is less intuitive. Nevertheless, statistical theory establishes the fact that

$$s^2_{DIFF} = \frac{s^2}{n_{CLEC}} + \frac{s^2}{n_{ILEC}},$$

where □ is the standard deviation of the population from which both samples are drawn. That is, the squared standard error of the difference is the sum of the squared standard errors of the two means being compared.[1]

We do not know the true value of the population □ because the population cannot be fully observed. However, we can estimate □ given the standard deviation of the ILEC sample (□ILEC).[2] Hence, we may estimate the standard error of the difference with

$$s_{DIFF} = \sqrt{\frac{s^2_{ILEC}}{n_{CLEC}} + \frac{s^2_{ILEC}}{n_{ILEC}}} = \sqrt{s^2_{ILEC}\left[\frac{1}{n_{CLEC}} + \frac{1}{n_{ILEC}}\right]}$$

If we then divide the difference between the two sample means by this estimate of the standard deviation of this difference, we get what is called a "*z*-score".

$$z = \frac{DIFF}{s_{DIFF}}$$

Proposed Test Procedures

Applying the Appropriate Test

Three z-tests will be described in this section: the "Test for Parity in Means", the "Test for Parity in Rates", and the "Test for Parity in Proportions".

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[1] Winkler and Hays, *Probability, Inference, and Decision.* (Holt, Rinehart and Winston: New York), p. 370.

[2] Winkler and Hays, *Probability, Inference, and Decision.* (Holt, Rinehart and Winston: New York), p. 338.

Statistical Methodology

Test for Parity in Means

Several of the measurements in the LCUG SQM document are averages (*i.e.*, means) of certain process results. The statistical procedure for testing for parity in the ILEC and CLEC means is described below:

1. Calculate for each sample the number of measurements (*n*ILEC and *n*CLEC), the sample means ($\bar{x}$ILEC and $\bar{x}$CLEC), and the sample standard deviations (□ILEC and □CLEC).

2. Calculate the difference between the two sample means; if *larger* CLEC mean indicates possible violation of parity, use *DIFF* = $\bar{x}$CLEC - $\bar{x}$ILEC, otherwise reverse the order of the CLEC mean and ILEC mean.

3. To determine a suitable scale on which to measure this difference, we use an estimate of the population variance based on the ILEC sample, adjusted for the sized of the two samples: this gives the standard error of the difference between the means as

$$\bar{\square}_{DIFF} = \sqrt{s^2_{ILEC}\left[\frac{1}{n_{CLEC}} + \frac{1}{n_{ILEC}}\right]}$$

4. Compute the test statistic

$$z = \frac{DIFF}{s_{DIFF}}$$

5. Determine a critical value *c* so that the type one error is suitably small.

6. Declare the means to be in violation of parity if $z > c$.

Test for Parity in Proportions

Several of the measurements in the LCUG SQM document are proportions derived from certain counts. The statistical procedure for testing for parity in the ILEC and CLEC proportions is described below. It is the same as that for means, except that we do not need to estimate the ILEC variance separately.

1. Calculate for each sample sizes (*n*ILEC and *n*CLEC), and the sample proportions (*p*ILEC and *p*CLEC).

Statistical Methodology

2. Calculate the difference between the two sample means; if *larger* CLEC proportion indicates worse performance, use *DIFF* = *p*CLEC - *p*ILEC, otherwise reverse the order of ILEC and CLEC proportions.

3. Calculate an estimate of the *standard error for the difference* in the two proportions according to the formula

$$\sigma_{DIFF} = \sqrt{p_{ILEC}(1 - p_{ILEC})\left[\frac{1}{n_{CLEC}} + \frac{1}{n_{ILEC}}\right]}$$

4. Hence compute the test statistic

$$z = \frac{DIFF}{s_{DIFF}}$$

5. Determine a critical value *c* so that the type one error is suitably small.

6. Declare the means to be in violation of parity if $z > c$.

Test for Parity in Rates

A rate is a ratio of two counts, *num/denom*. An example of this is the trouble rate experience for POTS. The procedure for analyzing measurements results that are rates is very similar to that for proportions.

1. Calculate the numerator and the denominator counts for both the ILEC and CLEC, and hence the two rates *r*ILEC = *num*ILEC/*denom*ILEC and *r*CLEC = *num*CLEC/*denom*CLEC.

2. Calculate the difference between the two sample rates; if *larger* CLEC rate indicates worse performance, use *DIFF* = *r*CLEC - *r*ILEC, otherwise take the negative of this.

3. Calculate an estimate of the *standard error for the difference* in the two rates according to the formula

$$\sigma_{DIFF} = \sqrt{r_{ILEC}\left[\frac{1}{denom_{CLEC}} + \frac{1}{denom_{ILEC}}\right]}$$

4. Compute the test statistic

Statistical Methodology

$$z = \frac{DIFF}{s_{DIFF}}$$

5. Determine a critical value c so that the type one error is suitably small.

6. Declare the means to be in violation of parity if $z > c$.

Service Quality Measurements:
Reporting Expectations And Report Format

Basic Operating Principles

Performance Results Comparison:

For all performance measurement metrics, AT&T results for the report month are to be shown in comparison to BellSouth retail results for the same period. The difference between the AT&T and BellSouth retail results for the performance metric and an indication where the AT&T result is lesser in quality compared to BellSouth will also be shown.

Separate Results Reporting:

BellSouth shall also report separately on its performance for each reporting dimension as provided to: (1) its own retail customers, (2) any of its affiliates that provide local service, (3) competing carriers (CLECs) in the aggregate, and (4) AT&T. The "affiliate" category above includes any BellSouth affiliate that purchases local service for resale or purchases unbundled network elements from BellSouth.

Detailed Reporting:

Detailed reporting shall be provided only to AT&T unless written permission is provided to do otherwise. Reporting to AT&T shall include, for each measure, a representation of the dispersion around the average (mean) of the measured results for the reporting period (e.g. percent of 1-4 lines installed in the 1st day, 2nd day, 3rd day, and > 10 days, etc.)

Disaggregation:

Measurement data shall be reported in a manner consistent with natural geographic and operational areas. AT&T and BellSouth shall agree upon the appropriate disaggregation within 30 days of the commission approval of the Interconnection Agreement. Such disaggregation shall be at a level necessary to reveal underlying differences in performance, which could mask parity comparison. For purposes of this Agreement, the parties concur that reporting must be disaggregated at a level lower than the statewide or LATA-wide level (preferably at the MSA Metropolitan Statistical Area level.)

The reporting dimensions in the Formula Quick Reference Guide (Attachment 1) provide the disaggregation level for each Performance Measurement.

Service Quality Measurements:
Reporting Expectations And Report Format

Raw Data:

BellSouth shall provide all data records captured in its observation for the reporting period for all performance measurement reports. A corresponding data file will be provided for each performance measurement report which contains the associated data records.

Each record will contain a minimal set of data corresponding to the CLEC retained data described in the performance measurement definition. A column heading will be provided for each field in the record. The raw data records will include delimiters between data fields. The raw data files will be provided in a format that can be used as direct input into a common database management system such as Microsoft ACCESS.

Raw Data User's Guide:

BellSouth shall provide explicit instructions of what is contained in the raw data files, including column heading definitions, column purpose and data field code definitions. BellSouth shall provide instructions on how to gain access to reports and raw data. BellSouth shall comprehensively describe how to recreate the performance result reports using the raw data records. When instructions need clarity, BellSouth shall receive input from AT&T and make appropriate changes as agreed to by both parties.

Timely Delivery of Reports and Raw Data:

Reports and raw data files shall be made available to AT&T no later than ten (10) calendar days following the close of the calendar report month.

Failure to Report in a Timely Manner:

Unless otherwise agreed to by AT&T, failure of BellSouth to provide timely reports as to any performance measurement result shall be considered a failure by BellSouth to meet the minimum level of performance specified in the Agreement.

Changes to Performance Reporting Formats or Raw Data File Formats:

Changes to any performance report format will be conducted as set forth in Section 6 of Attachment 9.

Service Quality Measurements:
Reporting Expectations And Report Format

Data Update or Revision:

BellSouth shall notify AT&T within three (3) business days of a determination that reports and/or data previously provided to AT&T under this Agreement are in need of revisions or updates. Such notification shall include the reason for the revision or update and a specific plan for providing such revisions or updates, including the identification of the metrics involved and those calculations or comparisons that BellSouth is proposing to modify to accurately reflect BellSouth performance. BellSouth shall provide the revised reports to AT&T within five (5) business days of first notifying AT&T of the need for revisions or updates.

Benchmark Reporting

The general structure for reporting benchmark results shall be the same for the different measures/sub-measures and will consist of three components. The first component, is the monthly performance results over a period of time. The second component is performance results for each measure/sub-measures for the current month. Finally, the third component of the reporting structure is a summary of any adjustments to the data made in the process of calculating the data, including a description of how many records were excluded from analysis and the reason for the exclusion (i.e., excluded due to business rules pertaining to the measure).

An outline of the report is shown below. Reporting will be presented in a manner consistent with the Basic Operating Principles outlined above.

1. Monthly Benchmark attainment Over a Period of Time
2. Results For The Current Month
3. Adjustment to Data
   A. Records Excluded Due to Business Rules

Statistical Reporting

The general structure for reporting statistical results shall be the same for the different measures/sub-measures and will consist of three components. The first component, is the monthly test statistics over a period of time. The second component is test statistic for each measure/sub-measures for the current month and the parity outcome. Finally, the third component of the reporting structure is a summary of any adjustments to the data made in the process of running the tests, including a description of how many records were excluded from analysis and the reason for the exclusion (i.e., excluded due to business rules, or due to statistical/methodological rules pertaining to the measure). This component is important to assure that the reported results can be audited.

Service Quality Measurements:
Reporting Expectations And Report Format

An outline of the report is shown below. Reporting will be presented in a manner consistent with the Basic Operating Principles outlined above.

1. Monthly Test Statistics Over a Period of Time
2. Results For The Current Month
3. Adjustment to Data
   A. Records Excluded Due to Business Rules
   B. Records Excluded Due to Statistical Rules

Service Quality Measurements:

Formula Quick Reference Guide:

The Formula Quick Reference Guide represents the measures that AT&T requires and the formulas for the data. The Guide is separated by Measurement Designations: Order Provisioning (OP), Maintenance and Repair (MR), General (GE), Billing (BI), Operator Services / Directory Assistance & Listings (OS, DA, & DL), Network Performance (NP), Collocation Provisioning (CP), Database Updates (DU), and Interconnect / Unbundled Elements and Combos (IUE).

Measurement Designation refers to the measurement category and number. Measurement Name describes the measurement being reported. Measurement Formula represents the formula used to calculate the measurements. Reporting Dimensions represents the subcategories of measures required. Each item in the column for Reporting Dimensions marked with a (*) is detailed in Attachment 2 to this Appendix C - Reporting Dimensions.

Service Quality Measurements: Reporting Expectations And Report Format

ATTACHMENT 1: FORMULA QUICK REFERENCE GUIDE

Measurement Designation:	Measurement Name:	Measurement Formula:	Reporting Dimensions
		Ordering and Provisioning (OP)	
OP-1	**Average Completion Interval**	Average Completion Interval = Σ [(Completion Date & Time) - (Order Submission Date & Time)] /(Count of Orders Completed in Reporting Period)	• Company • Service Type* • Order Activity* • Geographic Scope • Volume Category
OP-2	**Percent Orders Completed on Time**	Percent Orders Completed on Time = (Count of Orders Completed within the ILEC Committed Due Date) / (Count of Orders Completed in Reporting Period) x 100	• Company • Service Type* • Order Activity* • Geographic Scope • Volume Category
OP-3	**Average Offered Interval**	Average Offered Interval = Σ [(Committed Due Date & Time) – (Date & Time of Receipt of valid Service Request)]/(Number of Committed Due Dates)	• Company • Service Type* • Order Activity* • Geographic Scope • Volume Category
OP-4	**Percent Order Accuracy**	Percent Order Accuracy = (Σ Orders Completed w/o Error)/ (Σ Orders Completed) x 100	• Company • Interface Type • Service Type* • Order Activity* • Volume Category
OP-5	**Percent Mechanized Order Flow Through**	Percent Mechanized Order Flow Through = [(Total Number of Orders Processed Without Manual Intervention)/(Total Number of Orders Completed)] x 100	• Company • Interface Type • Service Type* • Order Activity* • Volume Category
OP-6	**Percent Orders Rejected**	Percent Orders Rejected = [Number of Orders Rejected Due to Error or Omission/Number of Orders Received by the ILEC During Reporting Period] x 100	• Company • Interface Type • Service Type* • Order Activity* • Volume Category

Service Quality Measurements: Reporting Expectations And Report Format

Measurement Designation	Measurement Name:	Measurement Formula:	Reporting Dimensions
OP-7	**Average Submissions Per Order**	Average Submissions Per Order = Σ[(Number of Firm Order Confirmations) + (Number of Rejections Issued)/(Number of Firm Order Confirmations	• Company • Interface Type • Service Type* • Order Activity* • Volume Category
Ordering and Provisioning (OP)			
OP-8	**Reject Interval**	Reject Interval = Σ [(Date and Time of Order Rejection) - (Date and Time of Order Receipt or Acknowledgment)]/(Number of Orders Rejected in Reporting Period)	• Order Activity* • Company • Interface Type • Service Type* • Geographic Scope
OP-9	**FOC Interval**	FOC Interval = Σ [(Date and Time of Firm Order Confirmation) - (Date and Time of Order Acknowledgment)]/(Number of Orders Confirmed in Reporting Period)	• Order Activity* • Company • Interface Type • Service Type* • Geographic Scope
OP-10	**Jeopardy Interval**	Jeopardy Interval = Σ [(Date and Time of Committed Due Date for the Order) - (Date and Time of Jeopardy Notice)]/(Number of Orders Jeopardized in Reporting Period). For all orders jeopardized on or before the scheduled due date.	• Order Activity* • Company • Interface Type • Service Type* • Geographic Scope
OP-11	**Completion Notice Interval**	Completion Notice Interval = Σ [(Date and Time of Notice of Completion Issued to the CLEC) - (Date and Time of Work Completion by the ILEC)]/(Number of Orders Completed in Reporting Period)	• Order Activity* • Company • Interface Type • Service Type* • Geographic Scope

Service Quality Measurements: Reporting Expectations And Report Format

Measurement Designation:	Measurement Name:	Measurement Formula:	Reporting Dimensions
OP-12	**Percent Completions / Attempts without Notice or with Less Than 24 Hours Notice.**	Percent Completions/Attempts without Notice or with Less Than 24 Hours Notice = [Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received Within 24 Hours of Due Date/All Completions] x 100	• Order Activity* • Company • Interface Type • Service Type* • Geographic Scope
OP-13	**Percent Jeopardies**	Percent Jeopardies = (Number of Orders Jeopardized in Reporting Period)/(Number of Orders Confirmed in Reporting Period)	• Order Activity* • Company • Interface Type • Service Type* • Geographic Scope
OP-14	**Average Coordinated Conversion Interval**	Average Coordinated Conversion Interval = Σ [(Date & Time Re-termination is Completed by the ILEC) – Date and Time of Initial Service Interruption (disconnect of facilities and translations for customer transferring service)/All Customer Conversions Completed During Reporting Period)] x 100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (Service Type*) • Order Activity* • Geographic Scope • Volume Category
		Ordering and Provisioning (OP)	
OP-15	**Percent Service Loss from Early Cuts**	Percent Service Loss from Early Cuts = (Customer Conversion Where Cutover Time is Earlier Than Due Date and Time)/(All Customer Conversions Completed During Reporting Period) x 100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (Service Type*) • Order Activity* • Geographic Scope • Volume Category

Service Quality Measurements: Reporting Expectations And Report Format

Measurement Designation:	Measurement Name:	Measurement Formula:	Reporting Dimensions
OP-16	**Percent Service Loss from Late Cuts**	Percent Service Loss from Late Cuts = (Customer Conversion Where Cutover Time Is More Than 30 Minutes Past Due Date and Time)/All Customer Conversion Completed During Reporting Period) x 100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (Service Type*) • Order Activity* • Geographic Scope • Volume Category
OP-17	**Held Order Interval**	Held Order Interval = Σ(Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date	• Company • Service Type* • Reason for Hold (no facilities, no equipment, workload, other) • Geographic Scope
OP-18	**Percent Orders Held ≥ 90 Days**	Percent Orders Held ≥ 90 Days = (Number of Orders Held for ≥ 90 days) / (Total Number of Orders Pending But Not Completed) x 100	• Company • Service Type* • Reason for Hold (no facilities, no equipment, workload, other) • Geographic Scope
OP-19	**Percent Orders Held ≥ 15 Days**	Percent Orders Held ≥ 15 Days = (Number of Orders Held for ≥ 15 days) / (Total Number of Orders Pending But Not Completed) x 100	• Company • Service Type* • Reason for Hold (no facilities, no equipment, workload, other) • Geographic Scope

Service Quality Measurements:
Reporting Expectations And Report Format

Ordering and Provisioning (OP)			
NOP-20	**Percent of Orders Cancelled or Supplemented at the Request of the ILEC**	Number of Orders Cancelled or Supplemented at the Request of the ILEC = [(Number of orders cancelled or supped at the request of the ILEC during reporting period)/(Number of cancels and sups during the reporting period)] x 100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (i.e. ILNP, PNP or ILNP-to-PNP conversion). See also Service Type (Appendix 1) • Order Activity • Geography • Volume Category • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NOP-20	**Percent of Orders Cancelled or Supplemented at the Request of the ILEC**	Number of Orders Cancelled or Supplemented at the Request of the ILEC = [(Number of Orders Cancelled or Supplemented at the Request of the ILEC During Reporting Period)/(Number of Cancels and Supplements During the Reporting Period)] x 100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (i.e. ILNP, PNP or ILNP-to-PNP conversion). See also Service Type (Appendix 1) • Order Activity • Geography • Volume Category • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)

Service Quality Measurements: Reporting Expectations And Report Format

NOP-21	**Percent of Hot Cuts Not Working as Initially Provisioned**	Percent of Hot Cuts Not Working as Initially Provisioned = (Number of Troubles Attributable to the ILEC on Initial Customer Cutover)/(Number of Hot Cuts Provisioned During The Reporting Period) X100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (i.e. ILNP, PNP or ILNP-to-PNP conversion). See also Service Type (Appendix 1) • Order Activity • Geography • Volume Category • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
Ordering and Provisioning (OP)			
NOP-22	**Average Recovery Time**	Average Recovery Time = Σ[(Date & Time That Trouble is Closed By CLEC)–(Date & Time Initial Trouble is Opened With ILEC)]/(Number of Troubles Opened With ILEC)	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (i.e. ILNP, PNP or ILNP-to-PNP conversion). See also Service Type (Appendix 1) • Order Activity • Geography • Volume Category • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)

Service Quality Measurements:
Reporting Expectations And Report Format

NOP-23	**Mean Time to Restore a Customer to the ILEC**	Mean Time to Restore A Customer to the ILEC = Σ[(Date & Time Service is Restored to Customer)–(Date & Time of Initial Notification to Restore)]/Number of Circuits Restored to ILEC	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (i.e. ILNP, PNP or ILNP-to-PNP conversion). See also Service Type (Appendix 1) • Order Activity • Geography • Volume Category • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NOP-24	**Percent of Customers Restored to the ILEC**	Percent Of Customers Restored to the ILEC = (Number of Circuits Restored to ILEC/Number of Total Circuits Attempted to Port During Interval) X 100	• Company • Type of Loop or UNE Combination Cutover and Type of NP involved (i.e. ILNP, PNP or ILNP-to-PNP conversion). See also Service Type (Appendix 1) • Order Activity • Geography • Volume Category • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)

Maintenance and Repair (MR)

Service Quality Measurements: Reporting Expectations And Report Format

MR-1	**Mean Time to Restore**	Mean Time To Restore = Σ [(Date and Time of Trouble Ticket Resolution Returned to CLEC)-(Date and Time Trouble Ticket Referred to the ILEC)] / (Count of Trouble Tickets Resolved in Reporting Period)	• Service Type* • Trouble Type* • Geographic Scope
MR-2	**Mean Jeopardy Interval for Maintenance and Trouble Handling**	Mean Jeopardy Interval for Maintenance and Trouble Handling = Σ [(Date and Time of Committed Due Date for Maintenance or Trouble Handling) - (Date and Time of Jeopardy Notice)]/(Number of Maintenance or Trouble Handling Appointments Jeopardized in Reporting Period)	• Service Type* • Trouble Type* • Geographic Scope
MR-3	**Repeat Trouble Rate**	Repeat Trouble Rate = (Count of Trouble Reports Where More Than One Trouble Report Was Logged for the Same Service Access Line Within a Continuous 30 Day Period) / (Number of Reports in the Report Period) x 100	• Service Type* • Company • Trouble Type* • Geographic Scope
MR-4	**Trouble Rate**	Trouble Rate = (Count of Initial & Repeated Trouble Reports in the Current Period) / (Number of Service Access Line in Service at End of the Report Period) x 100	• Standard Service Groupings • Company • Trouble Type* • Geographic Scope
MR-5	**Percent Troubles Within 30 Days of Install and Other Order Activity**	Percent Troubles Within 30 Days of Install and Other Order Activity = (Total Number of Trouble Tickets Associated With Lines That Had Service Order Activity Within 30 Days of the Trouble Report)/(Total Number of Orders Completed in the Report Period	• Service Type* • Company • Trouble Type* • Geographic Scope

Service Quality Measurements:
Reporting Expectations And Report Format

MR-6	**Percent Customer Troubles Resolved Within Estimate**	Percent Customer Troubles Resolved Within Estimate = (Count of Customer Troubles Resolved By The Quoted Resolution Time and Date) / (Count of Customer Troubles Tickets Closed) x 100	• Company • Service Type* • Trouble Type* • Geographic Scope

General (GE)			
GE-1	**Percent System Availability**	Percent System Availability = [(Hours Functionality is Available to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Available During the Period)] x 100	• Company • Interface type offered for each functional area • Business Period (8:00 AM to 8:00 PM local time vs 8:00 PM to 8:00 AM, weekends and holidays)
GE-2	**Mean Time to Answer Calls**	Mean Time to Answer Calls = Σ [(Date and Time of Call Answer) - (Date and Time of Call Receipt)]/(Total Calls Answered by Center)	• Support Center Type (i.e., CLEC Maintenance, CLEC Provisioning, ILEC Maintenance, ILEC Provisioning/business office)
GE-3	**Call Abandonment Rate**	Call Abandonment Rate = (Count of Calls Terminated Before Answer During the Reporting Period)/(Count of All Calls Placed in Queue During the Reporting Period)	• Support Center Type (i.e., CLEC Maintenance, CLEC Provisioning, ILEC Maintenance, ILEC Provisioning/business office)
GE-4	**Average Response Interval**	Average Response Interval = Σ [(Query Response Date & Time) - (Query Submission Date & Time)] /(Number of Queries Submitted in Reporting Period	• Company • Interface Type • Pre-ordering Query Types* • Maintenance Query Types*

Service Quality Measurements:
Reporting Expectations And Report Format

Billing (BI)			
BI-1	**Mean Time to Provide Recorded Usage Records**	Mean Time to Provide Recorded Usage Records = {Σ[(Data Set Transmission Date)-(Date of Message Recording)]}/(Count of All Messages Transmitted in Reporting Period)	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
BI-4	**Percent Usage Accuracy**	Percent Usage Accuracy = [(Number of Usage Records Delivered in the Reporting Period That Reflected Complete Information Content and Proper Formatting) / (Total Number of Usage Records Transmitted)] x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NBI-5	**Percent Mechanized Billing Format Accuracy**	Percent Mechanized Billing Format Accuracy = [(Total Number of Accurate Mechanized Local Bills)/(Total Number of Mechanized Local Bills Processed)] x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NBI-6	**Percent Process Accuracy of Current Billing Activity**	Percent Process Accuracy of Current Billing Activity = {[(|Total Other Charges &Credits Billed Dollars|)+(|Total Detail Of Adjustments Billed Dollars|)]-(|Total Correction & Correction Adjustment Dollars|)}/[(|Total Other Charges & Credits Billed Dollars|)+(|Total Detail Of Adjustment Billed Dollars|)] x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NBI-7	**Percent Switched Local Billing Accuracy**	Percent Switched Local Billing Accuracy = [(|Total Switched Billed Dollars|)-(|Switched Adjustment Dollars|)]/(|Total Switched Billed Dollars|) x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
Billing (BI)			

Service Quality Measurements: Reporting Expectations And Report Format

NBI-8	**Percent On-Time Mechanized Local Services Invoice Delivery**	Percent On-Time Mechanized Local Services Invoice Delivery = [(Total Number of Mechanized Local Bills Received On Time)/(Total Number of Mechanized Local Bills Processed)] x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NBI-9	**Percent On-Time Service Order Billing**	Percent On-Time Service Order Billing = [(Sum of the Absolute Value of Timely Other Charges & Credits Dollars)/(Sum of the Absolute Value of Other Charges & Credits Billed Dollars)] x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NBI-10	**Percent On-Time Correction/Adjustment Dollars**	Percent On-Time Correction/Adjustment Dollars = [(|Total Correction/Adjustment Dollars|)-(|Total Correction/Adjustment Dollars > 60 Calendar Days|)]/(|Total Correction/Adjustment Dollars|) x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)
NBI-11	**Percent On-Time Switched Local Charges**	Percent On-Time Switched Local Charges = [(Switched Local Charges)-(Switched Local Charges Billed>60 Calendar Days From Date Service Rendered)] x 100	• Company • Type of Record (end user or access) or Invoice (resale, UNE or interconnection services)

Operator Services/Directory Assistance & Listings (OS, DA and DL)			
OS/DA-1	**Mean Time To Answer**	Mean Time To Answer = Σ [(Date and Time of Call Answer) - (Date and Time of Call Receipt)]/(Total Calls Answered on Behalf of CLECs in Reporting Period)	• Company • Operator Services by Center • Directory Assistance by Center • Directory Listings by Directory
Operator Services/Directory Assistance & Listings (OS, DA and DL)			

Service Quality Measurements: Reporting Expectations And Report Format

DL-1	**Average Time Allotted To Proof Listing Updates Before Publication**	Average Time Allotted To Proof Listing Updates Before Publication = Σ[(Date & Time of Directory Publication Deadline) – (Date and Time Updates Available for Proofing)]/ Number of Updates Sent for Proofing	• Company • Operator Services by Center • Directory Assistance by Center • Directory Listings by Directory
		Network Performance (NP)	
NP-1	**Percent Call Completion**	Percent Call Completion = [(Total number of blocked call attempts during busy hour)/(Total number of call attempts during busy hour)] x 100. (inbound and outbound call attempts would be measured separately)	• Trunk Capacity Type (DSO, DS1, DS3, etc. • Dedicated Trunk Groups • Common Trunk Groups where CLEC/LD Traffic Share Common ILEC Trunks. • Common Trunk Groups where CLEC traffic traverses a separate common network from the ILEC traffic. • Availability of 7-digit call back-up to PSAP location • E911/911 Trunk Groups • OS/DA Trunk Groups • By Switch (Serving CLEC) for CLEC • By Switch (Serving CLEC) for ILEC • Company • Geographic
NP-2	**Meantime To Notify CLEC**	Meantime To Notify CLEC = Σ[(Date and Time ILEC Notified CLEC) – (Date and Time ILEC detected network incident)]/Count of Network Incidents	• Company • Type of Event – By each Reportable Incident Grouping* • By Switch and Tandem
NP-3	**Network Performance Parameters**	Network Performance Parameters = Σ(Network Performance Parameter Result)/(Number of Tests Conducted)	• Transmission Quality*

Service Quality Measurements: Reporting Expectations And Report Format

Collocation Provisioning (CP)			
CP-1	**Meantime To Respond To Collocation Request**	Meantime To Respond To Collocation = Σ [(Request Response Date) – Request Submission Date)]/Count of Request Responses Issued	• Company • Type of Collocation* • Geographic Scope
CP-2	**Meantime To Provide Collocation Arrangement**	Meantime To Provide Collocation Arrangement Request = Σ [(Date & Time Collocation Arrangement is Compete) – (Date & Time Collocation application submitted)]/Number of Collocation Arrangements Complete	• Company • Type of Collocation* • Geographic Scope
CP-3	**Percent Due Dates Missed**	Percent Due Dates Missed = (Number of Orders Not Completed By ILEC Committed Due Date)/Total Number of Orders Completed During the Reporting Period	• Company • Type of Collocation* • Geographic Scope
Database Updates (DU)			
DU-1	**Average Update Interval**	Average Update Interval = Σ [(Completion Date & Time of Database Update) – (Submission Date and Time of Database Change)]/Total Number of Updates Completed During Reporting Period	• Company • Database Type*
DU-2	**Percent Update Accuracy**	Percent Update Accuracy = [Number of Updates Completed Without Error)/(Number Updates Completed)] x 100l	• Company • Database Type*

Service Quality Measurements:
Reporting Expectations And Report Format

Interconnect / Unbundled Elements and Combos (IUE)			
IUE-1	**Function Availability**	Function Availability[1] = (Amount of Time[2] a Functionality is Useable[1] by a CLEC in a Specified Period)/(Total Time[2] Functionality Was Intended to Be Useable) Notes: 1. These measures may also be expressed in the negative, that is, in term of unavailability. 2. In some instances, rather than time, the availability will be expressed in terms of transactions executed successfully compared to transactions attempted.	• By unique UNE or UNE combinations requested by AT&T
IUE-2	**Timeliness of Element Performance**	Timeliness of Element Performance = (Number of Times Functionality Executes Successfully Within the Established Timeliness Standard)/(Number of Times Execution of Functionality was Attempted)	• By unique UNE or UNE combinations requested by AT&T

Service Quality Measurements: Reporting Expectations And Report Format

ATTACHMENT 2: REPORTING DIMENSIONS

Service Types:	• Resold Residence POTS • Resold Business POTS • Resold BRI ISDN • Resold PRI ISDN • Resold Centrex/Centrex-like • Resold Analog PBX trunks • Resold DID Trunks • Resold Voice-Grade Private Line • Resold DS1 Services • Resold DS3 Services • Resold >DS3 Services • Other Resold Services • UNE Platform (at least DS0 loop + local switch + transport elements) • UNE Channelized DS1 (DS1 loop + multiplexing) • Unbundled or UNE-derived 8 dB Analog Loops • Unbundled or UNE-derived 2-wire Digital Loops • Unbundled or UNE-derived 4-wire Digital Loops • Unbundled or UNE-derived ADSL Loops • Unbundled or UNE-derived HDSL Loops • Unbundled or UNE-derived xDSL Loops • Other Unbundled or UNE-derived Loops • UNE Analog Switch Port (line side) • UNE BRI Capable Switch Port (line side) • UNE DS1 Switch Port (line side) • UNE PRI Switch Port (trunk side) • UNE DID-capable Switch Port (trunk side) • UNE Message Trunk Port • UNE Dedicated DS0 Transport • UNE Dedicated DS1 Transport • UNE Dedicated DS3 Transport • Interconnect Trunks (DS0s, DS1s and DS3s, • Two-Way Trunking, Inbound Augments, separately) • Common Transport • ILNP • PNP • ILNP-to-LNP conversions

Service Quality Measurements:
Reporting Expectations And Report Format

Standard Order Activities:	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Local Number Porting • Inside Move • Outside Move • Records Change • Feature Changes • Service Disconnects • Translation Disconnects • Standalone Directory Listing (DL) • Standalone Directory Assistance (DA) Listing • Standalone DL & DA Activity

Service Quality Measurements: Reporting Expectations And Report Format

Pre-Ordering Query Types:	• Due Date Reservation (if separate transaction from Appointment Scheduling) • Feature Function Availability • Facility Availability (if separate transaction from Feature/Function Availability) • Qualification of Loops for Advanced Digital Services • Street Address Validation • Service Availability Information (if separate transaction from Feature/Function Availability) • Appointment Scheduling • Customer Service Records • Telephone Number • Rejected or Failed Queries (regardless of type)
Maintenance Query Types	• Create (or confirm logging of) a Maintenance Request • Obtain Status • Obtain Test Results • Cancel Request • Rejected of Failed Queries (regardless of type) • Clearance Notification • Closure Notification
Order Rejection Reason Codes	• Invalid Address • Address Errors • End User Name Doesn't Match ILEC Records • Incorrect Directory Assistance Listing/Due Date • Duplicate PON • Winback (Customer Returned to ILEC) • ILEC System Problem • TN Already Disconnected
Transmission Quality Parameter:	• Subscriber Loop Loss • Signal to Noise Ratio • Idle Channel Circuit Noise • Loop-Circuit Balance • Circuit Notched Noise • Attenuation Distortion
Type of Collocation:	• Physical within CO (space available at time of request) • Physical within CO (space created in response to request) • Physical outside of CO (space available at time of request) • Physical outside of CO (space created in response to request) • Virtual • Backhauling to neighboring CO • Access to GR-303 compatible concentration equipment (leased UNE alternative)

Service Quality Measurements:
Reporting Expectations And Report Format

- Other alternatives to physical

Service Quality Measurements: Reporting Expectations And Report Format

Databases and Switch Tables:	• E911/911 ALI, Selective Router • MSAG • LIDB • OS/DA • DL • NXX tables at CO for call completion and NXX routing • NXX tables at tandem for call completion and NXX routing
Reportable Network Incidents:	***Switching (Local/Tandem):*** • Complete loss of call processing capability from a switch (host/remotes) lasting = > 2 minutes or longer. • Network Incident (Loss of Dial Tone) affecting one thousand access lines. • Media Interest: Any interruption or outage that may cause public or news media attention. ***Transport:*** • <u>EQUIPMENT AND/OR FACILITY FAILURES</u> • Local (200 or more working pairs affected, causing loss of dial tone) • Toll/EAS (Isolation of an entire exchange) > 2 minutes. • Fiber (Any working fiber providing customer service that fails without protection) lasting > 2 Minutes. • A transport equipment failure (E.G. DACS) > 2 minutes. • <u>BROADBAND</u> • Frame Relay (A failure of one or more channelized T1 carrier systems or two or more non-channelized T1 carrier systems. • ATM (A failure of one OC3 or two DS3s) • SMDS (A failure of one DS3 or four T1s) • Packet Switching (Any failure of an access module (AM) or resource module (RM) • <u>NARROWBAND</u> • 5 T1 carrier systems (within a switch) • Fiber (Any working fiber providing customer service that falls without protection) • Media Interest: Any interruption or outage that may cause public or news media attention. ***SS7:*** • Loss of mated pair of STP or SCP > 2 minutes

Service Quality Measurements: Reporting Expectations And Report Format

- Media Interest: Any interruption or outage that may cause public or news media attention

Trunking:

- Loss of intra/interoffice calling lasting > 2 minutes. (E.G. Toll and/or EAS)
- Media Interest: Any interruption or outage that may cause public or news media attention

911:

- A central office isolation from the E911 network for = > 2 minutes or longer.
- Loss of 25% or more of the trunking capabilities from an E911 tandem to the PSAPs it serves for = > 2 minutes or longer (e.g. translations, trunking frame failure, etc.)
- A PSAP isolation from the E911 network for = > 2 minutes or longer (e.g. translations, trunking problems, etc.)
- A transport cable failure that isolates a central office from the E911 network; (Local switch to the E911 tandem) transport cable failure that isolates a PSAP from the E911 tandem;- A transport cable failure that results in the loss of 25% or more of the trunks/circuits (aggregate from an E911 tandem to the PSAPs served by that Tandem; A transport equipment failure that isolates a central office from the E911 network; A transport equipment failure that isolates a Public Safety Answering Point (PSAP) tandem.; or A transport equipment failure that results in the loss of 25% or more of the trunks/circuits (aggregate) from an E911 tandem to the PSAPs served by that tandem.
- Federal Government, equipment or facility affecting 5 or more military special communication, isolations of FAA location or air ground facilities.- State and local agencies interruptions seriously affecting service to police, fire departments, hospitals, press, military, PBS's

Service Quality Measurements:
Reporting Expectations And Report Format

Trouble Types	• Inside (Central Office) Dispatch - Out of Service • Outside Dispatch - Out of Service • Inside Dispatch – Degraded Service • Outside Dispatch – Degraded Service • No Access or No Trouble Found • NXXs not loaded properly by ILEC • NXXs not loaded properly by party other than CLEC/ILEC • All Other Troubles *"Out of Service" means that the customer has no dial tone. "Dispatch" means that ILEC repair personnel must be dispatched to a location outside an ILEC building (to customer premises or other off-site facilities) to resolve the trouble.*

Service Quality Measurements:
Reporting Expectations And Report Format
ATTACHMENT 3:
EXAMPLES OF REPORTS

The following report details examples of the two Reports for the first Measurement Designation OP-1 (Average Completion Interval).

	AT&T	ILEC	Difference	Dispersion
Company	**0.00**	**0.00**	**0.00**	
Resold Residential Pots	***0.00***	***0.00***	***0.00***	
New Service Installs	**0.00**	**0.00**	**0.00**	
Geographic Scope 1	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category 2	0.00	0.00	0.00	
Volume Category X	0.00	0.00	0.00	
Geographic Scope X	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category 2	0.00	0.00	0.00	
Volume Category X	0.00	0.00	0.00	
Service Migrations	**0.00**	**0.00**	**0.00**	
Geographic Scope 1	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category 2	0.00	0.00	0.00	
Volume Category X	0.00	0.00	0.00	
Geographic Scope X	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category 2	0.00	0.00	0.00	
Volume Category X	0.00	0.00	0.00	
Activity X	**0.00**	**0.00**	**0.00**	
Geographic Scope 1	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category 2	0.00	0.00	0.00	
Volume Category X	0.00	0.00	0.00	
Geographic Scope X	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category 2	0.00	0.00	0.00	
Volume Category X	0.00	0.00	0.00	
Service X	***0.00***	***0.00***	***0.00***	
New Service Installs	**0.00**	**0.00**	**0.00**	
Geographic Scope 1	*0.00*	*0.00*	*0.00*	
Volume Category 1	0.00	0.00	0.00	
Volume Category ...	0.00	0.00	0.00	

Service Quality Measurements:
Reporting Expectations And Report Format

					AT&T	ILEC	ILEC Affiliates	Other CLECs
Company					**0.00**	**0.00**	**0.00**	**0.00**
	Resold Residential Pots				***0.00***	***0.00***	***0.00***	***0.00***
		New Service Installs			**0.00**	**0.00**	**0.00**	**0.00**
			Geographic Scope 1		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category 2	0.00	0.00	0.00	0.00
				Volume Category X	0.00	0.00	0.00	0.00
			Geographic Scope X		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category 2	0.00	0.00	0.00	0.00
				Volume Category X	0.00	0.00	0.00	0.00
		Service Migrations			**0.00**	**0.00**	**0.00**	**0.00**
			Geographic Scope 1		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category 2	0.00	0.00	0.00	0.00
				Volume Category X	0.00	0.00	0.00	0.00
			Geographic Scope X		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category 2	0.00	0.00	0.00	0.00
				Volume Category X	0.00	0.00	0.00	0.00
		Activity X			**0.00**	**0.00**	**0.00**	**0.00**
			Geographic Scope 1		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category 2	0.00	0.00	0.00	0.00
				Volume Category X	0.00	0.00	0.00	0.00
			Geographic Scope X		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category 2	0.00	0.00	0.00	0.00
				Volume Category X	0.00	0.00	0.00	0.00
	Service X				***0.00***	***0.00***	***0.00***	***0.00***
		New Service Installs			**0.00**	**0.00**	**0.00**	**0.00**
			Geographic Scope 1		*0.00*	*0.00*	*0.00*	*0.00*
				Volume Category 1	0.00	0.00	0.00	0.00
				Volume Category ...	0.00	0.00	0.00	0.00

AT&T Performance Incentive Plan
Version 2.0

Introduction

It is well recognized that a meaningful system of self-enforcing consequences for discriminatory ILEC performance is critically important to the protection of the public's interest and the rapid and sustainable development of a competitive local telecommunications market. Incumbent LECs have strong business incentives and means to maintain their current monopolies through the delivery of inadequate and unlawful levels of operations support for CLECs. Thus, an appropriate system of self-enforcing consequences is absolutely necessary to assure that the competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive.

In order to be effective, prompt enforcement of appropriate consequences must be assured. Because of the extensive delays inherent in the adjudication and appeals process, CLECs cannot rely solely upon the legal/regulatory process to obtain appropriate remedies for discriminatory ILEC performance. Furthermore, the consequences must provide ILECs with incentives that exceed the benefits it may derive by inhibiting competition, and such consequences must be immediately imposed upon a demonstration of poor ILEC performance. The objective is to set the incentives in amounts that encourage ILECs to take proactive steps to prevent its performance from becoming non-compliant and, when it does reach that level, to correct its performance failures promptly.

It is beyond dispute that any system of self-enforcing consequences must be based upon an underlying set of performance measurements that cover the full panoply of ILEC activities upon which CLECs must rely to deliver their own retail

service offerings. The Act requires that these activities, which touch upon every aspect of the business relationship between incumbents and CLECs, must be provided in a non-discriminatory manner. Thus, the interconnection agreements between incumbents and CLECs should ideally serve as a source for performance measurements. However, experience in Kentucky and elsewhere has proven that CLECs have generally been unable to individually negotiate, or even arbitrate, a sufficiently robust set of performance measurements.[1] For that reason, the first step in constructing a system of self-enforcing consequences must include careful consideration of the adequacy of the underlying measurement set. At a minimum, the performance measurements must supply each CLEC with reliable data on the incumbent's performance for that CLEC. Such data must be sufficiently discrete (as to the processes monitored) and detailed (to isolate and compare only comparable conditions) so as to permit a CLEC to enforce the terms of its interconnection agreement with the incumbent. In addition, the underlying performance measurement system should demonstrate quality implementation of the following characteristics:

- A comprehensive set of comparative measurements that monitors all areas of support (i.e., pre-ordering, ordering, provisioning, maintenance & repair and billing) without preference to any particular mode of market entry
- Measurements and methodologies that are documented in detail so that clarity exists regarding what will be measured, how it will be measured and in what situations a particular event may be excluded from monitoring (such exclusions must also be tracked and reported)

[1] As a starting point, the CLEC industry generally supports the measurement areas as documented in Local Competition Users Group (LCUG) – Service Quality Measurements (SQMs), Version 7.0, August 28, 1998.

- Sufficient disaggregation of results, so that only the results for similar operational conditions are compared and, particularly, so that the averaging of results will not mask discrimination[2]

- Pre-specified and pro-competitive performance standards exist. This includes identifying reasonably analogous performance delivered by the incumbent to its own operations[3] or, when such comparative standards are not readily identifiable, then absolute minimum standards for performance (benchmarks) are established[4]

- Sound quantitative methodology is used to compare CLEC experiences to analogous incumbent support[5]

- The overall performance measurement system is subject to initial and periodic validation, in order to assure that the performance results which form the foundation for all decisions regarding the quality of the performance delivered by the ILEC are correct representations of the CLECs' marketplace experience.

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[2] The importance of sufficient disaggregation is more fully discussed in Attachment A.

[3] Analogous performance must be broadly interpreted and consider not only retail operations of the incumbent but also operations of affiliates. Often the incumbent's asserted lack of analogous performance relies upon very narrow (and inappropriate) interpretation of the term "analogous" to mean "precisely identical" rather than "similar in key aspects." Furthermore, if the incumbent delivers different levels of performance to an affiliate and its the retail operations, the CLEC experience should be compared to the better of the two.

[4] In all cases, benchmarks must provide an efficient competitor with a meaningful opportunity to compete.

[5] As a general rule, when benchmarks are employed, statistical comparisons of the measured result for the CLEC to the benchmark are not appropriate. Typically, the standards state a minimum performance level that is required to support effective competition and the minimum success level that must be demonstrated to attain the benchmark. Thus, the typical form of the standard is, for example, "95% installed within 3 days." Note that in the preceding example a 5% deviation from the benchmark is permitted and, as a result, the potential for random variation of the performance is fully addressed. Any further accommodation of variation, as would occur if statistical procedures were employed, would effectively "double count" forgiveness of variability.

It is critical that a performance measurement system incorporating all of the above characteristics exist before applying an incentive plan, because a robust and independently audited performance measurement system is a prerequisite to any effective system of self-enforcing consequences.[6]

Objectives of the Plan

A system of self-enforcing consequences must fully implement the following objectives:

- Consequences must be based upon the quality of support delivered on individual measures to individual CLECs
- Total consequences, in the aggregate, must have sufficient impact to motivate compliant performance without the need to apply a remedy repeatedly
- The imposition of financial consequences must be prompt and certain, and consequences should be self-executing so that opportunities for delay through litigation and regulatory review are minimized
- Consequences must escalate as the basis for concluding that a performance failure exists becomes more substantial and/or the performance repeatedly fails to meet the applicable standard
- Additional consequences must apply when non-compliant performance is provided to CLECs on an industry-wide basis

[6] For example, business rules for individual performance measurements may provide for automatic exclusions of data points from the calculation. If such provisions are made, however, the exclusions must be according to clearly defined rules and the number of data points excluded for each submeasurement and for each CLEC should be reported on a monthly basis.

- Exclusions from consequences must be minimized and the exclusions that are provided for must be monitored and limited to assure they do not mask discrimination
- Incumbents must have minimal opportunities to avoid consequences through such means as liability caps, offsetting credits, or a requirement that CLECs must demonstrate an ILEC's intent to harm
- Potential "entanglement" costs must be minimized so that, for example, access to mitigation measures for the incumbent does not become a means to revert to the legal/regulatory process and delay the application of consequences that should be self-enforcing

Structure of Consequences for Discriminatory ILEC Performance

Consequences operating on two tiers are proposed. The first tier addresses the consequences for non-compliant performance delivered to an individual CLEC. The second addresses the consequences for non-compliant performance delivered to the CLEC industry as a whole. In general terms, Tier I provides a form of non-exclusive liquidated damages payable to individual CLECs. Tier II, by contrast, incorporates what can be characterized as regulatory fines that are necessary when the ILEC's performance affects the competitive market – and consumers -- as a whole.

The total amount of Tier I payments (which are only an estimate of the CLECs' actual damages) is unlikely to provide the ILEC with sufficient incentives to take the actions necessary to eliminate its monopoly. Rather, an ILEC may decide to treat such payments as the price for retaining its monopoly and voluntarily incur them as a cost of doing business. Moreover, the harm that results when the ILEC provides discriminatory support for the CLEC industry in the aggregate has a major impact not only on CLECs but also on the operation of the competitive marketplace in general, which directly affects all Kentucky consumers of

telecommunications services. Thus, it is appropriate to establish incentives to prevent this type of harm from occurring (or continuing), and both Tier I and Tier II are necessary and complementary elements of an effective system of consequences. Together, they work in tandem to achieve the goals of the Act.

Tier I

A Tier I consequence should be payable to an affected CLEC whenever any performance result indicates support delivered by the ILEC to an individual CLEC fails to meet or exceed the applicable performance standard.[7]
The first step in establishing Tier I consequences is to define the rule for determining if performance for a particular period "passes" or "fails" and, if it fails, whether additional consequences are warranted. Defining "pass/fail" rules requires that the underlying measurements be mapped into one of two classes:

(1) those for which the performance standard is parity with analogous incumbent LEC performance results, and

(2) those for which the performance standard is an absolute level of required performance (otherwise known as a benchmark)

The differentiation is important because when parity is the standard, statistical procedures are usually necessary to draw conclusions regarding compliance. In such situations (which should apply to the vast majority of cases), two separate data sets are compared – one for the CLEC and one for the ILEC. Each data set is characterized by a mean and standard deviation. Statistical tests are used to

[7] In the course of establishing Tier I consequences, the rights of an individual CLEC to pursue actual damages must be retained. However, if a CLEC sought to pursue a claim for actual damages, it would be reasonable to offset the damage award by any Tier I payments it received from the ILEC for the same time period and performance areas. In addition, a CLEC must retain the right to waive Tier I claims and pursue its individually negotiated contract remedies (if and only if the claims and remedies are not mutually payable.).

draw a conclusion regarding the likelihood that the data sets with the observed means and standard deviations were drawn from the same population (in this case a support process for CLECs with the same quality and/or timeliness as that employed for the ILEC). The proper test further allows determination that parity does not exist, but it does not quantify "how far out of parity" the process is when parity is not indicated.[8]

In contrast, when a benchmark serves as the performance standard, measurement establishes a performance failure directly and assesses the degree to which performance departs from the standard. As explained below, the detailed mechanism for determining a performance failure differs for each of these types of measurement standards, but the principle governing the application of the Tier I consequence is consistent: the consequence escalates with increasing evidence and level of non-compliant performance.

Tier I Business Rules for Parity Measurements

1. Use the Modified z-Statistic to Determine Compliance

The determination of whether performance is compliant (i.e., equal to or better than the appropriate standard) is based on the calculation of the modified z-statistic (z).[9] The calculated modified z-statistic is then compared to the cumulative normal distribution table to determine if parity exists.[10] For any such

[8] Clearly, however, when all other factor are held constant, increased statistical confidence is directly correlated (monotonic) with larger differences in the two sample means being compared and therefore is a reasonable indication of how different ILEC performance was for itself versus that of the CLEC in the period of observation.

[9] See: Local Competition Users Group - Statistical Tests for Local Service Parity, February 6, 1998, Version 1.0 for documentation of the calculation and use of the modified z-statistic, which is included as Attachment B.

[10] The modified z-statistic computation provides for the CLEC mean to be subtracted from the ILEC mean. Thus, a negative z-statistic critical value presumes that worse performance exists when the CLEC mean becomes larger than the ILEC mean. For example, worse performance exists when the order completion interval for the CLEC

decision rule, the probability of an erroneous decision is known. For example, if the critical value is –3.00 and parity actually exists, the probability of saying it is not is 0.13%.

2. Use Permutation Analysis for Small Samples

Permutation analysis is employed for small data sets (those with 30 or fewer observations in one of the data sets to be compared) to create a probability distribution as an alternative to the cumulative normal distribution.[11] By mutual agreement, permutation analysis can also be employed for larger data sets.

3. Use the Balancing Critical Value

The threshold level to determine whether or not a performance failure exists is established by balancing Type I and Type II error.[12] This balance point is a function of the size of the CLEC data set (assuming the ILEC data set is very large) and the extent to which the means for the two data sets differ (assuming that both data sets are normally distributed). Simulation comparing relatively small data sets (as would be likely for a CLEC) to a much larger data set (as would likely exist for an ILEC) demonstrates that the balancing of Type I and Type II error can reasonably be expected to occur in the range of 25% for

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exceeds that for the ILEC. Thus a negative z-statistic critical value is appropriate. On the other hand, for a metric like "% completed within x days", worse performance for the CLEC occurs when the metric result is smaller for the CLEC vis-à-vis the ILEC. In this case a positive z-statistic critical value is appropriate.

[11] See Attachment C for a description of the procedural steps for performing permutation analysis. Again, BST and the CLECs generally concur that permutation analysis is appropriate for data sets of this size.

[12] The key consideration is balancing the probability of drawing erroneous conclusions -- either that performance is "bad" when it is actually "good" (Type I error) or that performance is "good" when it is actually "bad" (Type II error). The former error adversely impacts ILECs and the latter adversely impacts CLECs. Unfortunately, reducing the likelihood of one type of error increases the likelihood of the other type of error occurring. Thus the best means to create an equitable outcome for all parties is to balance the Type I and Type II error.

"samples" with fewer than 100 data points but is about 5% for samples with 1000 data points.[13] The statistical methodology developed by AT&T and Ernst & Young in Kentucky is an appropriate method for calculating the critical values which depend on the sample size and balances Type I and Type II error probabilities for each given submeasure. Furthermore, the definition of the alternative hypothesis required to perform the balancing is fundamental to the applicability of the method. AT&T proposes a value of 0.25 for the parameter δ and appropriately corresponding values for ε and ψ.[14][15]

4. Increase Consequences as the Confidence in a "Non-Parity" Conclusion Increases

An appropriate means to take increased confidence into consideration is to provide for higher amounts of monetary consequences as the confidence in the "non-parity" conclusion increases. This is justified because (all other factors held constant) as the difference in the mean performance for the CLEC compared to the ILEC becomes larger, the absolute value of the modified z-statistic also becomes larger for the sample in the time period of interest. Thus, it is appropriate that the performance consequence should escalate based upon the calculated value of the modified z-statistic.

5. After a Failed Parity Test the Consequences Should Escalate and Vary Continuously with Severity of Failure

A parity failure is established for a submeasure by comparing the measured value of the modified z-statistic (z) to the balancing critical value (z*) appropriate

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[13] See Response to Question 3 contained in AT&T Ex Parte filed in CC Docket 98-56 dated July 13, 1999.

[14] Statistical Techniques For The Analysis And Comparison Of Performance Measurement Data. Submitted to Kentucky Public Service Commission (LPSC) Docket U-22252 Subdocket C

[15] See Attachment D for a further discussion of this position.

for the submeasure's sample size during the given monthly period. Once a submeasure failure is obtained, the calculated remedy should be a continuous function of severity of the failure as measured by the magnitude of the modified z-statistic. In this way small changes in severity lead to small changes in consequences thus assuring that mathematically chaotic behavior is avoided at step thresholds. However, to incent the ILEC appropriately, the change in consequences should increase with each unit of severity. This form of consequences as a function of severity is most simply accomplished by the use of a quadratic function of the ratio of the measured modified z score to the balancing critical value (z/z^*). Fixing the value of the quadratic or its slope at three points completely determines the function.

Table 1

Range of modified z-statistic value (z)	**Performance Designation**	**Applicable Consequence ($)**
greater than or equal z^*	Compliant	0
less than z^* to $5z^*/3$	Basic Failure	$a(z/z^*)^2 + b(z/z^*) + c$
less than $5z^*/3$ to $3z^*$	Intermediate Failure	
less than $3z^*$	Severe Failure	25,000

Table 1 shows the applicable consequences for each Tier I parity submeasure failure for each CLEC. In this table z^* is the (negative) balancing critical value for the submeasure, and the coefficients of the smooth consequence function are:

$a = 5625$

$b = -11250$

$c = 8125.$

Note that the smooth consequences formula is an explicit function of the ratio of the modified z-statistic and the balancing critical value (z/z*). This means that the dollar amount does not depend on the number of observations but only on the degree of violation. If we had 100 times as many observations, with means and standard deviations staying the same, both z and z* will increase by a factor of 10 and the consequences will be unchanged. Note also that both basic and intermediate failures are defined and may occur in the smooth region of the formula. The plan retains these designations to allow for classification of performance for more general performance monitoring such as compliance testing, if needed.

A graph of the applicable consequences as a function of the measured modified z-statistic is given in Attachment G in Figure G-1. The attachment also contains a small step tabulation of the function that approximately represents it in Table G-1.

Examples

Three hypothetical examples of consequence calculations are given in the matrix below.

Example	z*	z	Performance	Consequence
1	-2.00	-1.80	Compliant	$0
2	-2.50	-3.33	Basic Failure	$3,125
3	-3.00	-6.00	Intermediate Failure	$8,125
4	-3.50	-12.00	Severe Failure	$25,000

In example 1 the hypothetical balancing critical value for the submeasure is calculated to be –2.00 on the basis of sample size and equal type I and type II error probabilities. The observed value of the modified z-statistic, based on ILEC and CLEC performance for that submeasure, is –1.80. The ILEC is compliant for this submeasure and no consequences are due to this CLEC.

Example 2 shows a balancing critical value calculated to be –2.50. Furthermore in this example, the measured value of the modified z-statistic is –3.33. This is a Basic Failure and the consequence is calculated to be $3,125 by the formula in Table 1.

In example 3, although the hypothetical balancing critical value is –3.00, the measured value of the modified z-statistic is well below this at –6.00. According to the range of modified z-statistics in Table 1 this is an Intermediate Failure. The same smooth formula is used to calculate the remedy amount as $8,125.

The final example 4 shows a balancing critical value of –3.50, but a very poor measured value of the modified z-statistic of –12.00. According to Table 1 this is classified as a Severe Failure and generates a consequence of $25,000. This is the largest consequence for which the ILEC would be liable for this submeasure this month to this CLEC.

Tier I Business Rules for Benchmark Measurements

1. Use a "Bright Line" Test for Benchmark Measurements

A benchmark is set to define the level of performance that is judged essential to permit competition to develop on a going-forward basis. As such, the benchmark level is at the lower range of what a viable competitive support process should be capable of delivering on a routine basis. Indeed, to assume otherwise would imply that the benchmark would not be achieved on a routine basis. In all events, because even the most tightly controlled process will produce performance outside the expected range, some margin of error is typically provided for the incumbent. Thus, the limiting performance is expressed as "B% meet or exceed the benchmark" where "B%" is a proportion figure set less than 100% in order to account for random variation considerations. Accordingly, a performance failure should be declared if the calculated performance is not equal to the "B%" level. For example, if the calculated result for a month was 94.5% of all orders completed within 3 days but the benchmark was 95% within 3 days, then a performance failure occurred. No subsequent application of a statistical test is appropriate.

2. Apply an Adjustment for Small Data Sets When Necessary

Because some measurement results may be calculated using small data sets, some adjustment is warranted. This need arises because the benchmark proportion for a particular measure with few underlying data points may be practically impossible to attain unless the ILEC always performs perfectly. The metric discussed in the prior paragraph can be used to illustrate the point: if only ten orders were completed in the month, then compliance would occur only if all 10 orders were (correctly) completed within three days. One order taking longer than 3 days would mean that, at best, the performance result would be 90% within 3 days, i.e., a failing performance level.

This situation is addressed through application of the following table[16]:

Table 2

CLEC Data Set Size	Benchmark Percentage Adjustments for Small Data Sets (Applicable to Data Sets < 30)		
	85.0%	90.0%	95.0%
5	80.0%	80.0%	80.0%
6	83.3%	83.3%	83.3%
7	85.0%	85.7%	85.7%
8	75.0%	87.5%	87.5%
9	77.8%	88.9%	88.9%
10	80.0%	90.0%	90.0%
20	85.0%	90.0%	95.0%
30	83.3%	90.0%	93.3%

3. Increase Consequences for Increasingly Poor Performance

As with measurements that are judged against a parity standard, those compared to a benchmark standard should be subject to additional

consequences as the performance becomes increasingly worse compared to the benchmark. The escalation is as follows (Note that "B" in Table 3, is the Benchmark Percentage as determined from Table 2):

Table 3

Range of Benchmark Result (x)	Performance Designation	Applicable Consequence ($)
Meets or exceeds B%	Compliant	0
Meets or exceeds (1.5B-50)% but worse than B%	Basic Failure	$d[x/(100-B)]^2 + eB[x/(100-B)^2] + f[B/(100-B)]^2 + g$
Meets or exceeds (2B-100)% but worse than (1.5B-50)%	Intermediate Failure	
Worse than (2B-100)%	Severe Failure	25,000

In Table 3 the quantity x is the actually measured proportion and the coefficients are given by:

d = 22500

e = -45000

f = 22500

g = 2500

A graph of the applicable consequences as a function of the measured benchmark result, x, for B=95% is given in Attachment G in Figure G-2. The attachment also contains a small step tabulation of the function that approximately represents it in Table G-2.

Example:

[16] The table can be expanded to include all possible data set sizes from 1 upward.

As an example of this consequence calculation, consider a benchmark with a proportion B=95%. Now if the measured performance is 93%, the first and second columns show that this is a Basic Failure. Plugging this 2% failure of the 95% benchmark proportion into the quadratic equation of the third column in the table gives a calculated consequence of $6,100 for this submeasure and CLEC.

Table 3 is applicable for any benchmark expressed as B% proportion better than L level, and all benchmarks may be easily expressed in this form.

Additional Tier I Business Rules Applicable to All Measurements

1. Increase Consequences for Chronic Performance Failures

Regardless of the type of measurement (parity or benchmark), if performance fails to achieve the Compliant level in consecutive reporting periods, then additional consequences should apply. The recommended treatment for chronic failures is to assess a chronic failure over-ride in the third consecutive month of non-compliant performance. When the chronic failure override applies, a consequence equal to a "Severe Failure" ($25,000 per chronic failure per month) should apply until such time as performance for the specific measurement result is again classified as Compliant.[17]

2. No Additional Protection of the ILEC is needed through Forgiveness Mechanisms or Mitigation Methods

Properly calibrated performance measures and balancing the probabilities of statistical errors eliminate any need for additional forms of protection for

[17] Alternatively, it is possible to institute consequences for repeated failures as early as the second consecutive month of failure. The amount of the consequence under such a structure would escalate more gradually. See Attachment A, Table A of MCI Worldcom and AT&T Joint Remedies Proposal Ex Parte filed in CC Docket 98-56, filed June 2, 1999.

incumbents with respect to considerations of random variation.[18] Moreover, a procedural cap such as the one described below should allay any fears that additional protections are necessary for the ILEC.[19]

Tier II

Tier II consequences are intended to enhance the the ILEC's incentives to provide performance that complies with its statutory obligations. Tier I consequences only compensate individual CLECs who actually receive discriminatory treatment from the ILEC. Tier II consequences are designed to counterbalance the ILEC's incentive to damage not just individual firms but the competitive marketplace itself. Thus, the two types of consequences are complementary, and both are necessary to achieve the intended results.

The applicability of Tier II consequences should be determined using the aggregate data for all CLECs within a particular submeasurement result and disaggregation.[20] Except as noted below, identical business rules and measurements should be utilized as for Tier I. Thus, virtually the same data and computational processes can be utilized for both tiers. The differences are highlighted below and are due largely to a reduction of the consequence threshold below the balancing critical value. The smaller threshold is recommended because higher consequences are proposed, so the confidence in the decision to apply a consequence should be greater.

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[18] See Attachment E for further discussion of random variation and the inappropriateness of providing further mitigation if Type I and Type II error is balanced as recommended in this proposal.

[19] Because the rationale for providing consequence offsets is the possibility of random variation, there is no justification for applying offsets to measurements that are monitored through the use of benchmarks. As explained above, random variability impacts are fully cared for in the structure of the benchmark standard, by permitting in advance a percentage of performance "misses."

[20] Each occurrence counts equally in this calculation. Thus, the individual results for individual CLECs are not averaged together; rather the performance for all CLECs is

Because Tier II consequences reflect harm to the public interest in a competitive marketplace, consequences under Tier II, unlike Tier I payments, should be paid to a public fund identified by the Commission and may be used for competitively neutral public purposes.[21]

Tier II Business Rules for Parity Measurements.

The same business rules apply under Tier II to the aggregate (or pooled) data of the individual CLECs as are employed for the individual CLEC data under Tier I, except a smaller consequence threshold is used.[22] As a result, the applicable consequence table (Table 1 above) is modified as follows:

Table 4

Range of modified z-statistic value (z)	Performance Designation	Applicable Consequence ($)
greater than or equal 5z*/3	Indeterminate	0
less than 5z*/3 to 3z*	Market Impacting	n [a(z/z*)^2 + b(z/z*) + c]
less than 3z*	Market Constraining	n25,000

Here z* is the balancing critical value for the given submeasure aggregated over all the CLECs, and the coefficients of the smooth consequence function are again:

a = 5625

b = -11250

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pooled for each submeasurement result. Thus the pooled data analysis effectively creates a "super CLEC" for the purposes of determining Tier II consequences.

[21] Thus, under Tier II, individual CLECs are not compensated.

[22] Alternative methodology exists for determining Tier II consequences. See, for example, the June 2, 1999 Joint AT&T and MCI ex parte filing made with the FCC in CC Docket 98-56.

c = 8125.

The quantity n is the market penetration factor explained below.

A graph of the applicable consequences as a function of the measured modified z-score (z) is given in Attachment G in Figure G-3. The attachment also contains a small step tabulation of the function that approximately represents it in Table G-3.

Tier II Business Rules for Benchmark Measurements

The same business rules apply under Tier II to the aggregate (or pooled) data of the individual CLECs as are employed for the individual CLEC data under Tier I, except that consequences do not apply until the pooled CLEC performance results degrades to a point that is equivalent to an intermediate failure designation at the Tier I level. As with parity measures, the applicable consequences are adjusted to reflect the broader consequences of poor performance for the entire CLEC industry and the concomitant effects on the market and consumers.

Table 5

Range of Benchmark Result (x)	Failure Designation	Applicable Consequence ($)
Meets or exceeds (1.5B-50)%	Indeterminate	0
Meets or exceeds (2B-100)% but worse than (1.5B-50)%	Market Impacting	$n\{d[x/(100-B)]^2 + eB[x/(100-B)^2] + f[B/(100-B)]^2 + g\}$

Worse than (2B-100)%	Market Constraining	n25,000

For Table 5, x is the actually measured proportion and the coefficients are again given by:

d = 22500
e = -45000
f = 22500
g = 2500

The quantity n is the market penetration factor explained below.

A graph of the applicable consequences as a function of the measured benchmark result, x, for B=95% and n=10 is given in Attachment G in Figure G-4. The attachment also contains a small step tabulation of the function that approximately represents it in Table G-4.

Establishing the Value of "n" for Tier II

For both Tier II tables (Tables 4 and 5), the value for "n" should be determined based upon the most recent data for the state and company under consideration (in this caseKentucky) relating to resold lines (Table 3.1) and UNE loops (Table 3.3) as reported in the most recent Report of Local Competition published by the FCC.[23] In effect, "n" is a multiplier for the Tier II consequence amount that takes into account, in general terms, the extent of competitive penetration within the state.[24]

[23] If a company is not explicitly identified, then the aggregate result for the state would be utilized

[24] The calculation for a particular ILEC and state would be based on the most current data reported to the FCC and be as follows: (resold lines + UNE loops)/(total switched lines).

Table 6

Lines provided to CLECs/Total ILEC and CLEC Lines	Value of "n"
more than 50%	0
more than 40% to less than or equal 50%	1
more than 30% to less than or equal 40%	2
more than 20% to less than or equal 30%	4
more than 10% to less than or equal 20%	6
more than 5% to less than or equal 10%	8
0% to less than or equal 5%	10

Thus, as competition becomes established, the size of the applicable Tier II consequence is reduced to zero if the ILEC no longer provides a majority of the local lines to the CLECs in its serving area.

Other Considerations

1. Procedural Caps May Be Useful If Properly Implemented

In the course of early state consideration of consequence plans, regulators and incumbents expressed concern regarding the possible size of payments that an incumbent might be required to pay. In response, proposals were made to cap incumbents' potential liability. As a threshold matter, it should be noted that this concern reflects a tacit acknowledgement that the performance delivered by the incumbents has to date been largely non-complaint. Moreover, to the extent that any cap is considered at all, the very important difference between absolute and procedural caps must be recognized. As shown below, if the Commission

establishes any caps at all, they should be purely procedural and not place an absolute limit on the potential consequence payments due from the ILEC.[25]

The difference between procedural and absolute caps is significant. Absolute caps should be avoided entirely. First, such caps provide an ILEC with the means to evaluate the cost of market share retention through delivery of non-compliant performance. Second, absolute caps send the signal that once the ILEC's performance deteriorates to a particular level (i.e., reaching the absolute cap) then further deterioration is irrelevant.[26]

Procedural caps, on the other hand, establish a preset level at which the ILEC could seek regulatory review of the consequences that are due; however, the cap would not automatically absolve an ILEC of liability for a consequence. Procedural caps, therefore, avoid both of the problems of absolute caps. They do not provide ILECs with the opportunity to evaluate the "cost" of retaining share through non-compliance. Likewise, they do not absolve an ILEC from consequences for unchecked performance deterioration.

To the extent a procedural cap is employed, it should be tailored to achieve the following:

(1) A meaningful level of consequences must be available before the procedural cap applies;
(2) The procedural cap should apply on a rolling twelve-month period and not to individual months;

[25] In this regard, it should be noted that the main purpose of any system of incentives is to have an ILEC accept its legal responsibility to perform at appropriate levels and not pay any consequences at all.

[26] Similarly, the use of weightings for individual performance measurements to determine the amount of consequences should also be avoided. Any weighting process is inherently subjective and thus arbitrary. Moreover, use of weightings may inappropriately influence the market entry mode selected by a particular CLEC. It is far superior to permit the

(3) The procedural cap should not apply to Tier I consequences for the CLECs but only Tier II consequences.[27] No other caps should be applicable.

(4) To the extent that a procedural cap is exceeded, the ILEC must pay out consequences up to the procedural cap and put the amount in excess of the cap in an escrow account that earns a minimum interest rate as approved by the Commission;

(5) The Commission shall decide whether and to what extent the amount in excess of the procedural cap should be paid out. The ILEC should pay out any amount in excess of the cap, including accrued interest, according to Commission order.

The level of the procedural cap must be set high enough that meaningful incentives are immediately payable without intervention of the Commission. To permit otherwise would effectively prevent the performance consequences from being self-enforcing. It is reasonable to expect that any procedural cap should be proportionate to the size of the local market at issue. It is therefore recommended that, if a procedural cap is adopted, that it be determined from the estimated dollar amount that the ILEC stands to retain in monopoly based revenues.[2829]

2. Other Provisions Protect ILECs From The Impact Of Extraordinary Events

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market to determine which measures are most important by seeing what functions customers need from CLECs, and that CLECs in turn need from the ILEC.

[27] As noted above, Tier I consequences principally act as a form of liquidated damages. Thus, there is no justification for capping such consequences whether for an individual CLEC or for the CLEC industry as a whole.

[28] See Affidavit of R. Glenn Hubbard and William H. Lehr on behalf of AT&T Corp. AT&T Exhibit _ before the Federal Communications Commission, Washington, D.C. 20544, in the matter of application by New York Telephone Company (d/b/a Bell Atlantic-New York). CC Docket no. 99-295.

[29] SBC in Texas has agreed to a $120M annual limit for consequences where 9M lines are in service

The cut of a single cable may result in higher trouble rates and longer mean times to repair over a short period of time. This is referred to as clustering. While clustering may in fact occur, there is no particular reason to believe that any such events would result in disproportionate impacts on the ILECD or even the CLECs. Furthermore, there may be other events demonstrably beyond the control of the ILEC that may affect its service quality differently from the CLECs'. This condition does not argue that automatic exclusion should be provided for an otherwise applicable consequence. Nevertheless, the ILEC should not be denied protection from extraordinary impacts not anticipated in the construction of the consequence plan[30]. As a result, if such events occur, the ILECshould be permitted to pursue relief according to the following:

(1) The ILEC should notify the Commission and any potentially affected CLEC(s), using written and verifiable means of notice, of the intent to pursue an exception. Such notification must be provided before the applicable consequence is payable; otherwise the ILEC waives its rights.

(2) All consequences not at issue under the exception petition must be immediately payable as provided for elsewhere in the plan. Those that are subject of the potential exemption shall be paid into an interest bearing escrow account no later than the due date applicable to the consequences that are at issue.

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[30] Root cause analysis should not defer payments of consequences. ILECs must be liable to pay any consequences for poor performance. Completion of root cause analysis must not be a prerequisite for the delivery of payments to either the CLEC(s) or to the designated Tier II fund. Root cause analyses tend to be time consuming to conduct. While root cause analysis is desirable for long range performance improvement purposes, it is antithetical to self-enforcing consequences. Finally, the provisions set forth in the immediately preceding section provide a procedural mechanism available to ILECs should after-the-fact root cause analysis indicate that a consequence was misapplied from the ILEC's perspective.

(3) No later than 15 calendar days following the due date of the consequences for which an exemption is sought, the incumbent shall submit to the Commission and all other affected parties all factual evidence supporting the exemption. To the extent the ILEC seeks proprietary protection of the information submitted, it shall employ a standard nondisclosure form, approved by the Commission, before the plan is put into operation. The ILEC may not rely upon the lack of the proprietary form as a basis to delay the submission to the Commission, nor may the incumbent delay access to information by any CLEC that agrees to sign the standard nondisclosure form.

(4) By the later of 30 calendar days following notice by the incumbent or 15 calendar days following the ILEC's compliance with (3) above, interested CLECs shall file comments regarding the requested exemption. By mutual agreement, this period may be extended up to 15 calendar days.

(5) Following closure of the comment period provided in (4), if the ILEC and CLEC(s) have not reached a mutually agreeable settlement, the Commission shall either

(a) render a decision regarding the requested exemption, or

(b) seek further comment. The Commission shall render its decision regarding the exemption, which shall be binding on all parties, within 90 calendar days of the payment due date of the consequences at issue.

(6) Payout of the consequences shall be according to Commission direction and liquidate the entire escrow account, including accrued interest. In addition, the ILEC should be responsible for reimbursing reasonably incurred legal fees of the CLECs. Such amounts should be reimbursed in the following proportion:

[1-(amount returned to the incumbent)]/total escrow balance at liquidation.

As discussed in Attachment F, other steps may be taken to address potential measurement correlation issues once actual data has been gathered under the performance measurement system.

3. Additional Consequences Enforce the Operation of the Plan

Additional consequences should be applicable for other ILEC failures related to performance reporting. At a minimum, consequences for the following areas of non-compliance are appropriate:

Late performance reports - If performance data and associated reports are not available to the CLECs by the due day, the ILEC should be liable for payments of $5,000 to a state fund for every day past the due date for delivery of the reports and data. The ILEC's liability should be determined based on the latest report delivered to a CLEC.

Incomplete or revised reports - If performance data and reports are incomplete, or if previously reported data are revised, then the ILEC should be liable for payments of $1,000 to a state fund for every day past the due date for delivery of the original reports.

Inability to access detailed data - If a CLEC cannot access its detailed data underlying the ILEC's performance reports due to failures under the control of the ILEC, then the ILEC should pay the affected CLEC $1000 per day (or portion thereof) until such data are made available.

Interest on late consequence payments - If the ILEC fails to remit a consequence payment by the 15th business day following the due date of the data and the reports upon which the consequences are based, then it should be liable for accrued interest for every day that the payment is late. A per diem interest rate

that is equivalent to the ILEC's rate of return for its regulated services for the most recent reporting year should apply.

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Attachment A

Sufficient Disaggregation Is Essential to Permit Detection of Discrimination

A meaningful system of performance consequences cannot operate without a high-quality system of performance measurements. This requires not only a robust system of performance measurements that monitors all key aspects of market entry and ILEC support but also that the results derived from such measurements are sufficiently discrete to permit meaningful comparisons.[31]

Sufficient disaggregation is absolutely essential for accurate comparison of results to expected performance. This is true regardless of whether parity or a benchmark serves as the performance standard. Inadequate disaggregation of results means that not all key factors driving differences in performance results have been identified, which in turn interjects needless variability into the computed results. Such an outcome has two adverse effects. First, the ability to detect real differences is reduced for parity measures, because the modified z-statistic employs only the incumbent's variance in the denominator, which will increase with inappropriate averaging of dissimilar results (thus causing the calculated z-statistic to be smaller). Second, benchmark standards may be more permissive, both in terms of the absolute standard and the percentage "miss" accepted (to the extent it is factually supported at all), if the factual data underlying them are averages of widely divergent processes. Accordingly, inadequately disaggregated data impose very lenient targets that result in a very low probability that performance requirements will be missed.

[31] Although some incumbents have raised vague concerns that sufficient disaggregation of results may over-burden regulators, those concerns are unfounded for two reasons. First, careful advance specification of disaggregation requirements will reduce, rather than increase, regulatory burden and permit superior quality decision making. Second, if fewer performance results are desired, statistical procedures for re-aggregating disaggregated results provide a superior approach to reliance upon overly aggregated measurement results.

Only incumbents, such as BellSouth, have access to the highly detailed information regarding their retail performance necessary to determine the level of disaggregation that is required to permit apples-to-apples comparisons. Moreover, there are analytical procedures that allow factual conclusions to be made regarding how much disaggregation is "enough."[32] Indeed, in the limited instances where CLECs have been provided access to ILEC data and at least limited public disclosure of analysis was permitted, the facts showed both that ILECs have very detailed data and that very disaggregated results comparisons are necessary to avoid bias.[33]

Establishing the appropriate level of disaggregation is not a "once-and-done" undertaking. Provision can be made to review, perhaps annually, the appropriateness of the disaggregation contained in the ILEC's performance measurement system. In this review process, an ILEC may demonstrate, through data it has collected pursuant to its performance measurement system, that the existing level of disaggregation is not providing any additional insight to an assessment of its performance quality and nondiscrimination. In that same review process, individual CLECs should also be permitted to request additional disaggregation.[34] The party requesting a change should have the burden of showing why the proposed change is appropriate provided that all parties have equal access to detailed data necessary to support the proposal.

There should not be any presumption that additional disaggregation creates a burden, for either the ILEC or this Commission. For all incumbents in general, additional disaggregation (once correct implementation is validated) simply involves repetitive computation – a task readily and quickly accomplished by today's computers. Such a small and largely one-time effort is a small price to

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[32] For example, regression procedures may provide a workable methodology for establishing the extent of disaggregation required to make accurate comparisons.

[33] See AT&T Ex Parte filed July 20, 1999 in CC Docket 98-56.

[34] In such cases, the requesting CLEC should be required to make its request for further disaggregation to the incumbent LEC at least three months before initiation of the review process.

pay for the vastly improved capability to protect the prospects for competition in Kentucky.

Attachment B

Local Competition Users Group

Statistical Tests for Local Service Parity

February 6, 1998
Membership: AT&T, Sprint, MCI, LCI, WorldCom

Version 1.0

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Executive Summary

The Local Competition Users Group has drafted 27 Service Quality Measurements (SQMs) that will be used to measure parity of service provided by incumbent local exchange carriers (ILECs) to competitive local exchange carriers (CLECs). This set of measures includes means, proportions, and rates of various indicators of service quality. This document proposes statistical tests that are appropriate for determining if parity is being provided with respect to these measurements.

Each month, a specified report of the 27 SQMs will be provided by the ILEC, broken down by the requested reporting dimensions. The SQMs are to be systematically developed and provided by the ILECs as specified. Test parameters will be calculated so that the overall probability of declaring the ILEC to be out of parity purely by chance is very small. For each SQM and reporting dimension reported, the difference between the ILEC and CLEC results is converted to a *z*-value. Non-parity is determined if a *z*-value exceeds a selected critical value.

Introduction

Purpose

The Local Competition Users Group (LCUG) is a cooperative effort of AT&T, MCI, Sprint, LCI and WorldCom for establishing standards for the entry of new companies (competitive local exchange carriers, or CLECs) into the local telecommunications market. A key initiative of the LCUG is to establish measures of parity for services provided by incumbent local exchange carriers (ILECs). In short, parity means that the support ILECs provide on behalf of the CLECs is no lesser in quality than the service provided by the ILECs to their own customers.

The LCUG has drafted a document listing service quality measurements (SQMs) that must be reported by the ILECs to insure that CLECs are given parity of support. The SQM document has been submitted to the FCC and made available to PUCs in all 50 states and is pending approval by many of these regulatory agencies. This document has been drafted to describe statistical methodology for determining if parity exists based on the measurements defined in the SQM document.

Service Quality Measurements

The LCUG has identified 27 service quality measurements for testing parity of service. These are:

Category	ID	Description
Pre-Ordering	PO-1	Average Response Interval for Pre-Ordering Information
Ordering and Provisioning	OP-1	Average Completion Interval
	OP-2	Percent Orders Completed on Time
	OP-3	Percent Order Accuracy
	OP-4	Mean Reject Interval
	OP-5	Mean FOC Interval
	OP-6	Mean Jeopardy Interval
	OP-7	Mean Completion Interval
	OP-8	Percent Jeopardies Returned
	OP-9	Mean Held Order Interval
	OP-10	Percent Orders Held >= 90 Days
	OP-11	Percent Orders Held >= 15 Days
Maintenance and Repair	MR-1	Mean Time to Restore
	MR-2	Repeat Trouble Rate
	MR-3	Trouble Rate
	MR-4	Percentage of Customer Troubles Resolved

		Within Estimate
General	GE-1	Percent System Availability
	GE-2	Mean Time to Answer Calls
	GE-3	Call Abandonment Rate
Billing	BI-1	Mean Time to Provide Recorded Usage Records
	BI-2	Mean Time to Deliver Invoices
	BI-3	Percent Invoice Accuracy
	BI-4	Percent Usage Accuracy
Operator Services and Directory Assistance	OSDA-1	Mean Time to Answer
Network Performance	NP-1	Network Performance Parity
Interconnect / Unbundled Elements and Combos	IUE-1	Function Availability
	IUE-2	Timeliness of Element Performance

The Service Quality Measurements document describes the importance of each measure as an indicator of service parity. The SQM document also describes reporting dimensions that will be used to break each measure out by like factors (*e.g.*, major service group).

Why We Need to Use Statistical Tests

The Telecommunications Act of 1996 requires that ILECs provide nondiscriminatory support regardless of whether the CLEC elects to employ interconnection, services resale, or unbundled network elements as the market entry method. It is essential that CLECs and regulators be able to determine whether ILECs are meeting these parity and nondiscriminatory obligations. In order to make such a determination, the ILEC's performance for itself must be compared to the ILEC's performance in support of CLEC operations; and the results of this comparison must demonstrate that the CLEC receives no less than equal treatment compared to that the ILEC provides to its own operations. Where a direct comparison to analogous ILEC performance is not possible, the comparative standard is the level of performance that offers an efficient CLEC a meaningful opportunity to compete.

When making the comparison of ILEC results to CLEC results, it is necessary to employ comparative procedures that are based upon generally accepted statistical procedures. It is important to use statistical procedures because all of the ILEC-CLEC processes that will be measured are processes that contain some degree of randomness. Statistical procedures recognize that there is measurement variability, and assist in translating results data into useful decision-making information. A statistical approach allows for measurement variability while controlling the risk of drawing an inappropriate conclusion (*i.e,* a "type 1" or "type 2" error, discussed in the next section).

Basic Concepts and Terms

Populations and Samples

Statistical procedures will permit a determination whether the support that the ILECs provide to CLECs is indistinguishable from the support provided by the ILECs to their own customers. In statistical terms, we will determine whether two "samples", the ILEC sample and the CLEC sample, come from the same "population" of measurements.

The procedures described in this paper are based on the following assumption: *When parity is provided, the ILEC data and CLEC data can both be regarded as samples from a common population of possible outcomes.* In other words, if parity exists, the measured results for a CLEC should not be distinguishable from the measured results for the ILEC, once random variability is taken into account. Figure 1 illustrates this concept. On the right side of the figure are histograms of two samples. In this illustration, the ILEC sample contains 200 observations (data values) and the CLEC sample contains 50. Note that the two histograms are not exactly alike. This is due to sampling variation. The assumption that parity exists implies that both samples were drawn from the same population of values. If it were possible to observe this population completely, the population histogram might appear as shown on the left of the Figure. If the samples were indeed taken from this population, histograms drawn for larger and larger samples would look more and more like the population histogram. Figure 1 shows that even when parity is being provided, there will be differences between the samples due to sampling variability. Statistical tests quantify the differences between the two samples and make proper allowance for sampling variability. They assess the chance that the differences that are observed are due simply to sampling variability, if parity is being provided.

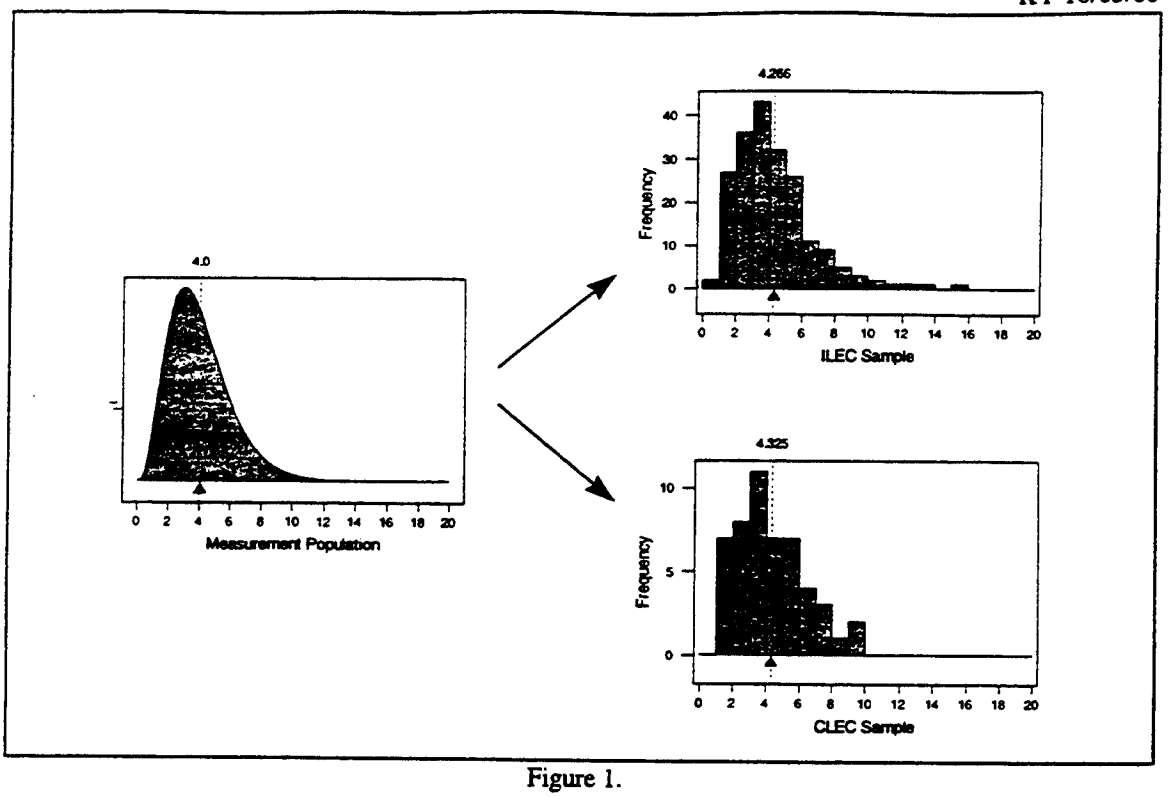


Figure 1.

Measures of Central Tendency and Spread

Often, distributions are summarized using "statistics." For the purpose of this paper, a "statistic" is simply a calculation performed on a sample set of data. Two common types of statistics are known as measures of "central tendency" and "spread."

A measure of central tendency is a summary calculation that describes the middle of the distribution in some way. The most common measure of central tendency is called the "mean" or "average" of the distribution. The mean of a sample is simply the sum of the data values divided by the sample size (number of observations). Algebraically, this calculation is expressed as

$$\bar{x} = \frac{\sum x}{n},$$

where x denotes a value in the sample and n denotes the sample size. The mean describes the center of the distribution in the following way: *If the histogram for a sample were a set of weights stacked on top of a flat board placed on top of a fulcrum (a "see-saw"), the mean would be the position along the board at which the board would balance.* (See Figure 1.) The mean in Figure 1 is indicated by the small triangle at approximately the value "4" on the horizontal axis.

A measure of spread is a summary calculation that describes the amount of variation in a sample. A common measure of spread is a called the "standard deviation" of the sample. The standard deviation is the typical size of a deviation of the observations in the sample from their mean value. The standard deviation is calculated by subtracting the mean value from each observation in the sample, squaring the resulting differences (so that negative and positive differences don't offset), summing the squared differences, dividing the sum by one less than the sample size, then taking the square root of the result. Algebraically, this calculation is expressed as

$$\sigma = \sqrt{\frac{\Sigma(x - \bar{x})^2}{n - 1}}.$$

While the notion of mean and standard deviation exists for populations as well as samples, the mathematical definition for the mean and standard deviation for populations is beyond the scope of this paper. However, their interpretation is generally the same as for samples. In fact, for very large samples, the sample mean and sample standard deviation will be very close to the mean and standard deviation of the population from which the sample was taken.

Sampling Distribution of the Sample Mean

In Figure 1 we showed the positions of the means of the population and the two samples with triangular symbols beneath the distributions. If we sample over successive months, we will get new ILEC samples and new CLEC samples each and every month. These samples will not be exactly like the one for the first month; each will be influenced by sampling variability in a different way. In Figure 2, we show how sets of 100 successive ILEC means and 100 successive CLEC means might appear. The ILEC means can be thought of as being drawn from a population of sample means; this population is called the "sampling distribution" of these ILEC means. This sampling distribution is completely determined by the basic population of measurements that we start with, and the number of observations in each sample. The sampling distribution has the same mean as the population.

Figure 2 illustrates two important statistical concepts:

1. The histogram of successive sample means resembles a bell-shaped curve known as the Normal Distribution. This is true even though the individual observations came from a skewed distribution.
2. The standard deviation of the distribution of sample means is much smaller than the standard deviation of the observations themselves. In fact, statistical theory establishes the fact that the standard deviation on the population of means is smaller by a factor $\sqrt{n}$, where n is the sample size. This effect can be seen in our example: the distribution of the CLEC means is twice as broad

as the distribution of the ILEC means, since the ILEC sample size (200) is four times as large as the CLEC sample size (50).

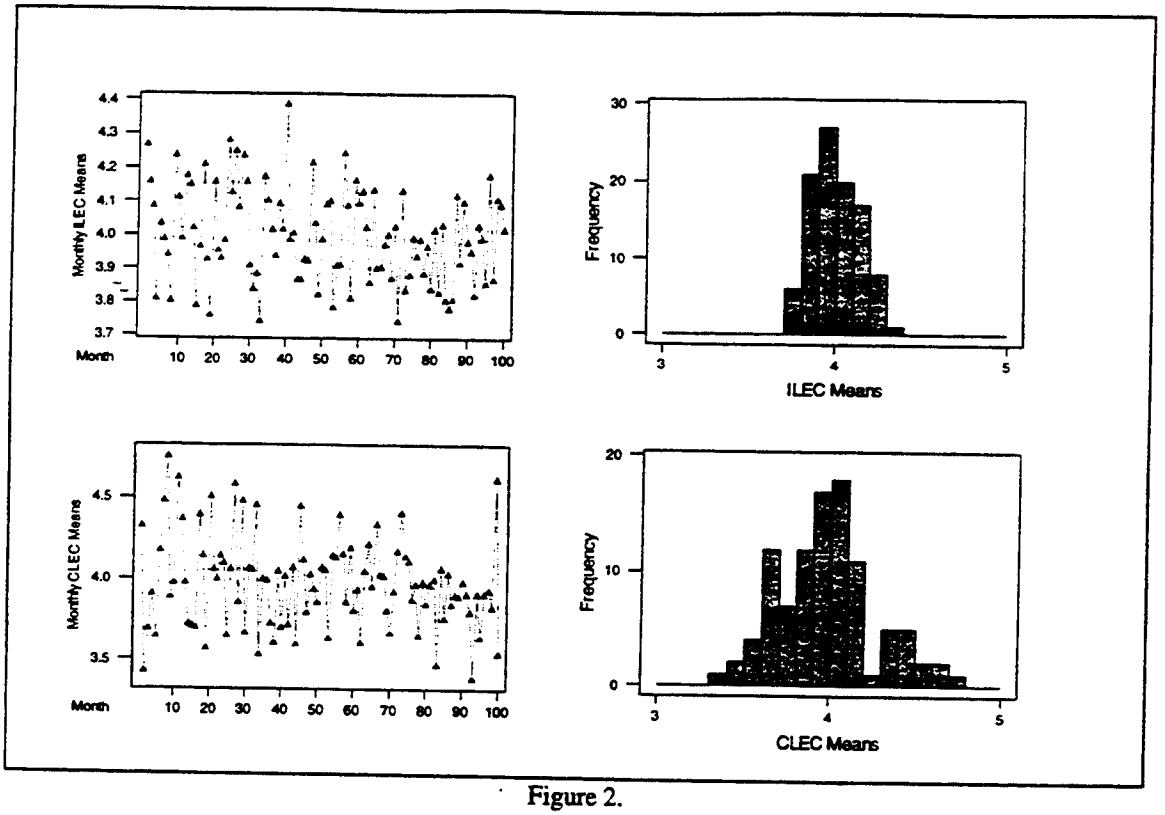


Figure 2.

It is common to call the standard deviation of the sampling distribution of a statistic the "standard error" for the statistic. We shall adopt this convention to avoid confusion between the standard deviation of the individual observations and the standard deviation (standard error) of the statistic. The latter is generally much smaller than the former. In the case of sample means, the standard error of the mean is smaller than the standard deviation of the individual observations by a factor of $\sqrt{n}$.

The Z-test

Our objective is to compare the mean of a sample of ILEC measurements with the mean of a sample of CLEC measurements. Suppose both samples were drawn from the same population; then the difference between these two sample means (*i.e.*, $DIFF = \bar{x}_{CLEC} - \bar{x}_{ILEC}$) will have a sampling distribution which will

(i) have a mean of zero; and
(ii) have a standard error that depends on the population standard deviation and the sizes of the two samples.

Statisticians utilize an index for comparing measurement results for different samples. The index employed is a ratio of the difference in the two sample means (being compared) and the standard deviation estimated for the overall population. This ratio is known as a z-score. The z-score compares the two samples on a standard scale, making proper allowance for the sample sizes.

The computation of the difference in the two sample means is straightforward.

$$DIFF = \bar{x}_{CLEC} - \bar{x}_{ILEC}$$

The standard deviation is less intuitive. Nevertheless, statistical theory establishes the fact that

$$\sigma^2_{DIFF} = \frac{\sigma^2}{n_{CLEC}} + \frac{\sigma^2}{n_{ILEC}},$$

where □ is the standard deviation of the population from which both samples are drawn. That is, the squared standard error of the difference is the sum of the squared standard errors of the two means being compared.[35]

We do not know the true value of the population □, because the population cannot be fully observed. However, we can estimate □ given the standard deviation of the ILEC sample (□$_{ILEC}$).[36] Hence, we may estimate the standard error of the difference with

$$\sigma_{DIFF} = \sqrt{\frac{\sigma^2_{ILEC}}{n_{CLEC}} + \frac{\sigma^2_{ILEC}}{n_{ILEC}}} = \sqrt{\sigma^2_{ILEC}\left[\frac{1}{n_{CLEC}} + \frac{1}{n_{ILEC}}\right]}$$

If we then divide the difference between the two sample means by this estimate of the standard deviation of this difference, we get what is called a "*z*-score".

$$z = \frac{DIFF}{\sigma_{DIFF}}$$

Because we assumed that both samples were in fact drawn from the same population, this *z*-score has a sampling distribution that is very nearly Standard Normal, *i.e.*, having a mean of zero and a standard error of one. Thus, the *z*-score will lie between ± 1 in about 68% of cases, will lie between ± 2 in about 95% of cases, and will lie between ± 3 in about 99.7% of cases, always

[35] Winkler and Hays, *Probability, Inference, and Decision.* (Holt, Rinehart and Winston: New York), p. 370.

[36] Winkler and Hays, *Probability, Inference, and Decision.* (Holt, Rinehart and Winston: New York), p. 338.

assuming that both samples come from the same population. Therefore, one possible procedure for checking whether both samples come from the same population is to compare the *z*-score with some cut-off value, perhaps +3. For comparisons where the values of z exceed the cutoff value, you reject the assumption of parity as not proven by the measured results. This is an example of a statistical test procedure. It is a formal rule of procedure, where we start with raw data (here two samples, ILEC measurements and CLEC measurements), and arrive at a decision, either "conformity" or" violation".

Type 1 Errors and Type 2 Errors

Each statistical test has two important properties. The first is the probability that the test will determine that a problem exists when in fact there is none. Such a mistaken conclusion is called a type one error. In the case of testing for parity, a type one error is the mistake of charging the ILEC with a parity violation when they may not be acting in a discriminatory manner. The second property is the probability that the test procedure will not identify a parity violation when one does exist. The mistake of not identifying parity violation when the ILEC is providing discriminatory service is called a type two error. A balanced test is, therefore, required.

From the ILEC perspective, the statistical test procedure will be unacceptable if it has a high probability of type one errors. From the CLEC perspective, the test procedure will be unacceptable if it has a high probability of type two errors.

Very many test procedures are available, all having the same probability of type one error. However the probability of a type two error depends on the particular kind of violation that occurs. For small departures from parity, the probability of detecting the violation will be small. However, different test procedures will have different type two error probabilities. Some test procedures will have small type two error when the CLEC mean is larger than the ILEC mean, even if the CLEC standard deviation is the same as the ILEC standard deviation, while other procedures will be sensitive to differences in standard deviation, even if the means are equal. Our proposals below are designed to have small type two error when the CLEC mean exceeds the ILEC mean, whether or not the two variances are equal.

Tests of Proportions and Rates

When our measurements are proportions (*e.g.* percent orders completed on time) rather than measurements on a scale, there are some simplifications. We can think of the "population" as being analogous to an urn filled with balls, each labeled either 0(failure) or 1(success). In this population, the fraction of 1's is some "population proportion". Making an observation corresponds to drawing a single ball from this urn. Each month, the ILEC makes some number of observations, and reports the ratio of failures or successes to the total number of

observations; the ILEC does the same does the same for the CLEC. The situation is very similar to that discussed above; however, rather than a wide range of possible result values, we simply have 0's (failures) and 1's (successes). The "sample mean" becomes the "observed proportion", and this will have a sampling distribution just as before. The novelty of the situation is that now the population standard deviation is a known function of the population proportion[37]; if the population proportion is p, the population standard deviation is $\sqrt{p(1-p)}$, with similar simplifications in all the other formulas.

There is a similar simplification when the observations are of rates, *e.g.*, number of troubles per 100 lines. The formulas appear below.

Proposed Test Procedures

Applying the Appropriate Test

Three z-tests will be described in this section: the "Test for Parity in Means", the "Test for Parity in Rates", and the "Test for Parity in Proportions". For each LCUG Service Quality Measurement (SQM), one or more of these parity tests will apply. The following chart is a guide that matches each SQM with the appropriate test.

Measurement	
Preordering Response Interval (PO-1)	Mean
Avg. Order Completion Interval (OP-1)	Mean
% Orders Completed On Time (OP-2)	Proportion
% Order (Provisioning) Accuracy (OP-3)	Proportion
Order Reject Interval (OP-4)	Mean
Firm Order Confirmation Interval (OP-5)	Mean
Mean Jeopardy Interval (OP-6)	Mean
Completion Notice Interval (OP-7)	Mean
Percent Jeopardies Returned (OP-8)	Proportion
Held Order Interval (OP-9)	Mean
% Orders Held $\geq$ 90 Days (OP-10)	Proportion
% Orders Held $\geq$ 15 Days (OP-11)	Proportion
Time To Restore (MR-1)	Mean
Repeat Trouble Rate (MR-2)	Proportion
Frequency of Troubles (MR-3)	Rate
Estimated Time To Restore (MR-4)	Proportion
System Availability (GE-1)	Proportion
Center Speed of Answer (GE-2)	Mean
Call Abandonment Rate (GE-3)	Proportion
Mean Time to Deliver Usage Records (BI-1)	Mean
Mean Time to Deliver Invoices (BI-2)	Mean
Percent Invoice Accuracy (BI-3)	Proportion
Percent Usage Accuracy (BI-4)	Proportion

[37] Winkler and Hays, *Probability, Inference, and Decision.* (Holt, Rinehart and Winston: New York), p. 212.

OS/DA Speed of Answer (OS/DA-1)	Mean
Network Performance (NP-1)	Mean, Proportion
Availability of Network Elements (IUE-1)	Mean, Proportion
Performance of Network Elements (IUE-2)	Mean, Proportion

Test for Parity in Means

Several of the measurements in the LCUG SQM document are averages (*i.e.*, means) of certain process results. The statistical procedure for testing for parity in ILEC and CLEC means is described below:

1. Calculate for each sample the number of measurements (n_{ILEC} and n_{CLEC}), the sample means ($\bar{x}_{ILEC}$ and $\bar{x}_{CLEC}$). and the sample standard deviations (σ_{ILEC} and σ_{CLEC}).

2. Calculate the difference between the two sample means; if *larger* CLEC mean indicates possible violation of parity, use $DIFF = \bar{x}_{CLEC} - \bar{x}_{ILEC}$, otherwise reverse the order of the CLEC mean and the ILEC mean.

3. To determine a suitable scale on which to measure this difference, we use an estimate of the population variance based on the ILEC sample, adjusted for the sized of the two samples: this gives the standard error of the difference between the means as

$$\sigma_{DIFF} = \sqrt{\sigma^2_{ILEC}\left[\frac{1}{n_{CLEC}} + \frac{1}{n_{ILEC}}\right]}$$

4. Compute the test statistic

$$z = \frac{DIFF}{\sigma_{DIFF}}$$

5. Determine a critical value c so that the type one error is suitably small.

6. Declare the means to be in violation of parity if $z > c$.

Example:

c:	3.58 Critical value for the test

ILEC			CLEC			Test	
n	mean	variance	n	mean	variance	z	Violation
250	4.038	1.9547	50	5.154	23.2035	5.15	YES!

Test for Parity in Proportions

Several of the measurements in the LCUG SQM document are proportions derived from certain counts. The statistical procedure for testing for parity in ILEC and CLEC proportions is described below. It is the same as that for means, except that we do not need to estimate the ILEC variance separately.

1. Calculate for each sample sample sizes (n_{ILEC} and n_{CLEC}), and the sample proportions (p_{ILEC} and p_{CLEC}).

2. Calculate the difference between the two sample means; if *larger* CLEC proportion indicates worse performance, use $DIFF = p_{CLEC} - p_{ILEC}$, otherwise reverse the order of the ILEC and CLEC proportions.

3. Calculate an estimate of the *standard error for the difference* in the two proportions according to the formula

$$\sigma_{DIFF} = \sqrt{p_{ILEC}(1 - p_{ILEC})\left[\frac{1}{n_{CLEC}} + \frac{1}{n_{ILEC}}\right]}$$

4. Hence compute the test statistic

$$z = \frac{DIFF}{\sigma_{DIFF}}$$

5. Determine a critical value c so that the type one error is suitably small.

6. Declare the means to be in violation of parity if $z > c$.

Example:

c:	3.58	Critical value for the test

ILEC			CLEC			Test	
num	den	p	num	den	p	z	Violation
5	250	2.00%	7	40	17.50%	6.50	YES!

Test for Parity in Rates

A rate is a ratio of two counts, *num/denom*. An example of this is the trouble rate experience for POTS. The procedure for analyzing measurements results that are rates is very similar to that for proportions.

1. Calculate the numerator and the denominator counts for both ILEC and CLEC, and hence the two rates $r_{ILEC} = num_{ILEC}/denom_{ILEC}$ and $r_{CLEC} = num_{CLEC}/denom_{CLEC}$.

2. Calculate the difference between the two sample rates; if *larger* CLEC rate indicates worse performance, use $DIFF = r_{CLEC} - r_{ILEC}$, otherwise take the negative of this.

3. Calculate an estimate of the *standard error for the difference* in the two rates according to the formula

$$\sigma_{DIFF} = \sqrt{r_{ILEC}\left[\frac{1}{denom_{CLEC}} + \frac{1}{denom_{ILEC}}\right]}$$

4. Compute the test statistic

$$z = \frac{DIFF}{\sigma_{DIFF}}$$

5. Determine a critical value c so that the type one error is suitably small.

6. Declare the means to be in violation of parity if $z > c$.

Example:

c:	3.58	Critical value for the test

ILEC			CLEC			Test	
num	den	rate	num	den	rate	z	Violation
250	610	0.409836	34	30	1.133333	6.04	YES!

Attachment C
Permutation Analysis Procedural Steps

Permutation analysis is applied to calculate the z-statistic using the following logic:

1. Choose a sufficiently large number T.

2. Pool and mix the CLEC and ILEC data sets

3. Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set or n_{ILEC}).

4. Compute and store the Z-test score (Z_S) for this sample.

5. Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

6. Order the Z_S results computed and stored in step 4 from lowest to highest.

7. Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

8. Repeat the steps 2-7 ten times and combine the results to determine P = (Summation of ranks in each of the 10 runs divided by 10T)

9. Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

10. Compare Z_A with the desired critical value as determined from the critical Z table. If Z_A > the designated critical Z-value in the table, then the performance is non-compliant.

Attachment D

Statistical Demonstrations of Non-Parity are Sufficient: Notes on "Competitive Significance"

Some incumbents have proposed that, when comparing the CLEC data set to the ILEC data set for a particular performance measurement result, a lack of parity should not be declared unless both the performance difference is statistically significant and the difference has "competitive or economic significance." This notion is contrary to FCC's interpretation of the terms of the 1996 Act (the Act). The FCC has found that the term "nondiscriminatory" as used in the Act is a more stringent standard than the "unjust and unreasonable discrimination" standard set forth in other provisions of the Communications Act.[38] Thus, the term "nondiscriminatory access" means that: (1) the quality of performance must be equal among all carriers requesting the support, and (2) where technically feasible, the support must be no less in quality and timeliness than that which the incumbent provides to itself.[39]

Some ILECs have also argued that, as the number of data points underlying the computed performance result increases (all other factors held constant), smaller differences in means will be statistically significant. This statement is true; nevertheless, as explained in the text, the consequences defined by this plan do

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[38] See FCC Docket No. 96-98, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order released August 8, 1996, ¶ 217, 859 ("Local Competition Order").

[39] Local Competition Order, ¶315 (access must be provided on terms that are "equal to the terms and conditions under which the incumbent LEC provisions such elements to itself"); Second Order on Reconsideration, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (released December 13, 1996) ¶9 (OSS access "must be equal to" the access that the ILEC provides to itself); FCC CC Docket No. 97-137, In the Matter of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region InterLATA Services in Michigan, Memorandum Opinion and Order released August 19, 1997 ("Ameritech Michigan Order"),¶139 ("BOC must provide access to competing carriers that is equal to the level of access that the BOC provides to itself . . . in terms of

not increase with the number of data points. Therefore, the statistical test and z-score have achieved their exact purposes by *identifying unequal performance* and increasing consequences with *severity* of failure. Furthermore, the term "discriminatory" under the Act should not be confused with direct and provable competitive injury. The language of the Act does not permit the incumbent to discriminate against a CLEC by showing that no specific competitive harm was experienced by the CLEC.[40] Moreover, as a theoretical matter, although statistical science can be used to evaluate the impact of different choices of alternative hypothesis in the balancing methodology, there is not much that an appeal to statistical principles can offer in directing specific choices. These specific choices are best left to telephony experts.

These judgements should consider the financial impact (on the CLECs) of violations of various degrees. As a first approximation, the ILEC has data, generated by its routine management procedures, that could be used to calibrate the effect of various violations. The Commission should require the ILEC to produce evidence, relating to its management procedures, that would help the Commission understand what deviations from target performance routinely signal the need for correction.

It is certainly not sufficient to consider only the resulting critical values or error probabilities.

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quality, accuracy and timeliness"); ¶166 (ILEC "must provide competing carriers access to such OSS function equal to the access that it provides to its retail operations").

[40] Indeed, requiring a CLEC to demonstrate the specific anticompetitive consequences of an ILEC performance failure would effectively render these new protections into mere reiterations of Section II of the Sherman Act. Long experience under antitrust law shows how difficult and protracted such a requirement is in practice.

Attachment E

Mitigation for Potential Impacts of Random Variation is Unnecessary When Type I and Type II Error is Balanced

Random variation is differences in the expected output (or result) of a process that cannot be entirely explained as a result of differences in the inputs to the process. Said another way, running the very same process multiple times using exactly the same key inputs may not (and likely will not) produce exactly the same outcomes. The differences in the outcomes are "explained" as random variation.

There is little debate that the support processes that incumbents utilize to support CLECs tend to be complex and that a variety of factors influence the quantity and quality of the support delivered. As a result, provided the necessary steps have been taken to disaggregate measurement results sufficiently to account for factors correlated with different outcomes, random variation should be accommodated. In doing so, a reasonable balance needs to be struck between (1) protecting the ILEC from consequences that are a result of random variation, and (2) protecting competitors from the adverse effects of discrimination by the ILEC.

As discussed above, the first step in mitigating the effects of random variation is to minimize the risk of making an incorrect decision. In this situation, the two potential incorrect decisions are (1) declaring performance compliant when it is actually discriminatory and (2) declaring performance non-compliant when it is actually within acceptable limits. If these two probabilities are balanced, then, the consequences for "false" failures conceptually offset the consequences for undetected failures. Otherwise stated, the small remedy payment by the ILEC under falsely declared non-compliance is conceptually balanced with the market losses experienced by the CLECs due to falsely declared compliance.

Some regulators have expressed concerns, in light of what they consider to be sizable consequences necessary to motivate compliant ILEC performance and the inability to precisely balance risk, that additional mitigating factors should be instituted. Unfortunately, virtually all the mechanisms discussed are designed to protect the incumbent at the expense of the protecting the competitive process. The following mechanisms have been proposed, but each suffer from serious flaws.

a. Credits for "Better than Required" Performance Permit Gaming

This approach to mitigation is misguided and has the potential to cause extreme harm with little upside potential. In this flawed approach to mitigation, consequences for failed performance could be negated if the incumbent provides "better than required" performance at a different time (or for a different measurement) and thus earns a "credit." For example, the incumbent could deliver bad performance in one area and offset the consequence through performance credits "earned" in a separate but unrelated area or through credits for compliant performance previously (or subsequently) delivered. In all cases, such credits provide incumbents extensive opportunities to "game the system." Credits give ILECs the opportunity to deliver highly variable results that swing between very good and extremely poor performance and still be absolved of any consequence. Likewise, incumbents have the opportunity to temporarily provide compliant performance and then discriminate with impunity. In either case, the CLECs' position in the marketplace compared to the incumbent is harmed. Moreover, because CLECs only learn of "better" performance after the fact (in a performance report), they cannot take practical advantage of such performance. Thus they get no benefit that offsets the real harm they and their customers have actually suffered.

b. Absolute Caps On Liability Are Unwarranted

There is no logical or practical basis to set an absolute limit on any incumbent's liability under any consequences plan, especially for Tier I type consequences. Such consequences are intended to compensate CLECs for actual harm they have sustained as a result of documented poor performance. Thus, there should never be a limit on this type of consequence. Moreover, to the extent that Tier II consequences become especially large, it may be appropriate to establish a procedural cap to provide an opportunity to assess whether the calculated consequence for an incumbent's market-affecting behavior should be limited.

Attachment F

Addressing Measurement Overlap And Correlation

Measurement overlap occurs when one or more measurements effectively measure the same performance. If two measurements overlap, then consequences should attach to only one of them. Note, however, a measurement addressing timeliness and a measurement addressing quality for the same area of performance do not overlap. Also, it should be noted that, given the care taken in defining measurements in LCUG SQM Version 7.0, there are no obvious areas of significant measurement overlap

Measurement correlation is different from measurement overlap. Measurement correlation occurs when one or more measurement results move at the same time. The direction of movement need not be the same. That is, one may improve (e.g., quality) while another deteriorates (e.g., timeliness). As such, measurement correlation does not automatically argue for adjustment to the measurements eligible for consequences. Indeed, an incumbent that is intentionally and pervasively discriminating would be capable of showing a high degree of correlation among all measurement results both within and across months – all results would be deteriorating.

If there are reasons to believe that measurements are somewhat overlapping and correlation is suspected, the solution is not to immediately eliminate one or both measurements. Rather the potentially superior approach is to create "families" for the purpose of applying consequences. Each measurement "family" would be eligible for only a single consequence. Whether and to what degree a family is eligible for a consequence would be determined by the worst performing individual measurement result within the family for the month under consideration. Thus, use of measurement families eliminates the possibility of

consequence "double jeopardy"[41] without making any advance value judgement regarding the usefulness of individual measurements.

Use of measurement families has the potential for significant harm for an otherwise effective consequence plan due because: (1) inappropriate grouping can mask areas of discrimination by placing non-overlapped measurements in the same family; and, (2) by reducing eligible measurements, without adjusting the per measurement consequence, the overall plan incentives are diminished. As a result, establishment of measurement families must be approached with extreme caution and sparingly used. At least the following conditions must be imposed.

(1) measurements that address separate support functionality may not be placed in the same family;

(2) measurements that address different modes of market entry may not be placed in the same family;

(3) measurement families may not be used as a means to avoid disaggregation detail;

(4) measurements that address (a) timeliness, (b) accuracy, and (c) completeness may not be placed within the same family;

(5) measurement families, to the extent used, must be identical across all CLECs;

(6) even if correlation can be demonstrated, measurement families must not be used to combine otherwise independent measurements of a deficient process; and,

(7) establishment of measurement families must not reduce the maximum consequence payable by more than 10% without an offsetting increase in

[41] If the measurements in the family are truly overlapping and correlated they point to the same conclusion (incidents of failure and severity). Measurement families thus treat the incumbent preferentially: either the measurements are effectively the same and only one consequence applies or they were inappropriately grouped and the incumbent avoids one or more consequences that should have been incurred.

the basic, intermediate, and severe consequence payable per failed measurement.

To the extent new measurement families are proposed or a proposal is set forth to eliminate or modify and existing family, the advocate of the change should bear the burden of demonstrating compliance with the above minimum requirements. The consideration should be in a public forum where all interested parties participate, and in the event of a disagreement, the Commission should decide based upon the record established. Prospective changes of measurement families should not affect any prior determinations regarding consequences.

No proposal to establish measurement families should be considered until the consequence plan has been operational and produced at least six months of independently verified data.

Attachment G

Graphs and Tables of Consequence Functions

The consequences as a function of performance are completely calculable from the equations presented in Tables 1,3,4, and 5 of the text. In fact using the equations in these tables directly is the appropriate way to program the computer that will perform the calculations when the plan is implemented. However, in this attachment we give graphical representations of the consequences as a function of performance and also present the functions in tabular form. The latter may be used as a less accurate alternative to the equations in the text tables to look up the consequence amounts.

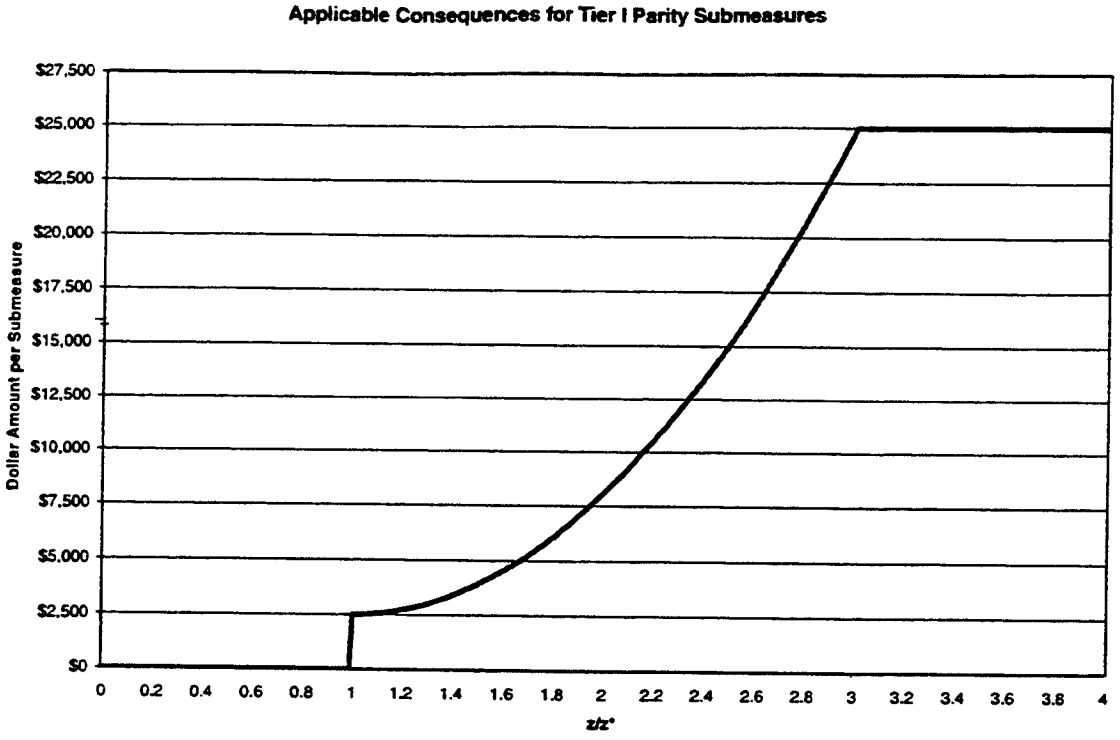

Applicable Consequences for Tier I Parity Submeasures
Dollar Amount per Submeasure
$27,500
$25,000
$22,500
$20,000
$17,500
$15,000
$12,500
$10,000
$7,500
$5,000
$2,500
$0
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
2.2
2.4
2.6
2.8
3
3.2
3.4
3.6
3.8
4
z/z*

Figure G-1

Table G-1 Applicable Tier I Consequences for Parity Submeasures

z/z*	Amount
0.0 or less	$0.00
0.1	$0.00
0.2	$0.00
0.3	$0.00
0.4	$0.00
0.5	$0.00
0.6	$0.00
0.7	$0.00
0.8	$0.00
0.9	$0.00
1.0	$2,500.00
1.1	$2,556.25
1.2	$2,725.00
1.3	$3,006.25
1.4	$3,400.00
1.5	$3,906.25
1.6	$4,525.00
1.7	$5,256.25
1.8	$6,100.00
1.9	$7,056.25
2.0	$8,125.00
2.1	$9,306.25
2.2	$10,600.00
2.3	$12,006.25
2.4	$13,525.00
2.5	$15,156.25
2.6	$16,900.00
2.7	$18,756.25
2.8	$20,725.00
2.9	$22,806.25
3.0 or more	$25,000.00

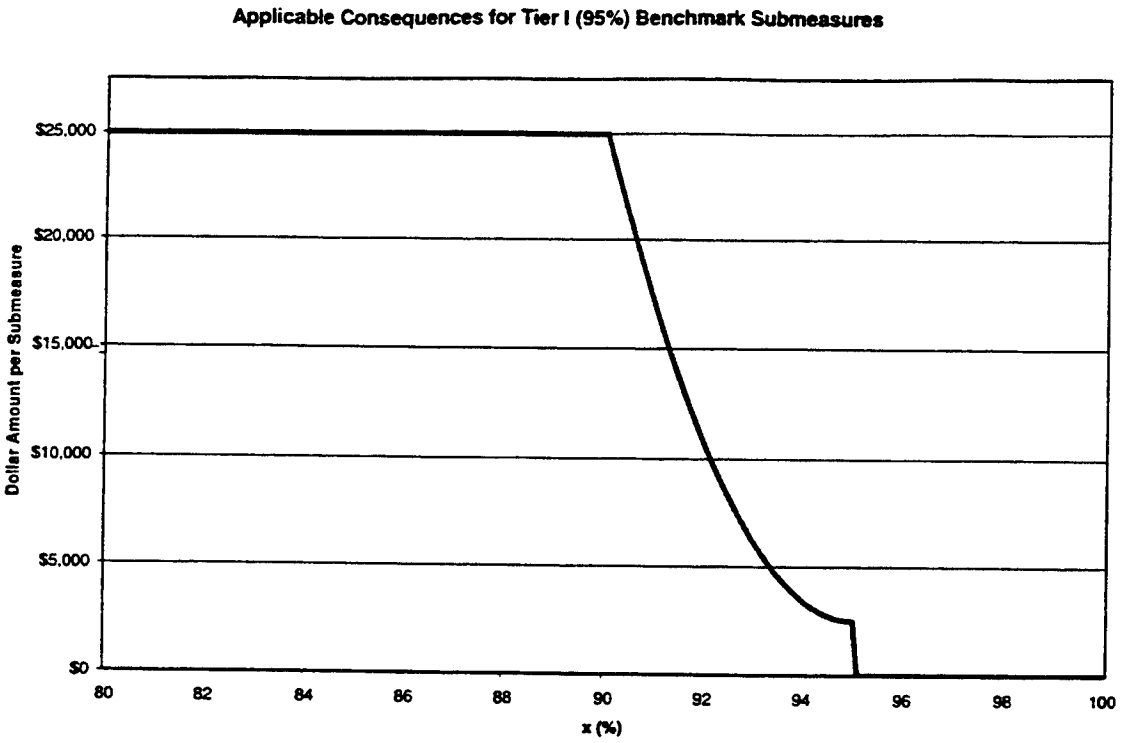

Applicable Consequences for Tier I (95%) Benchmark Submeasures
$25,000
$20,000
$15,000
$10,000
$5,000
$0
Dollar Amount per Submeasure
80
82
84
86
88
90
92
94
96
98
100
x (%)

Figure G-2

Table G-2 Applicable Tier I Consequences for (95%) Benchmark Submeasures

x (%)	Amount
90.0 or less	$25,000.00
90.5	$20,725.00
91.0	$16,900.00
91.5	$13,525.00
92.0	$10,600.00
92.5	$8,125.00
93.0	$6,100.00
93.5	$4,525.00
94.0	$3,400.00
94.5	$2,725.00
95.0	$2,500.00
95.5	$0.00
96.0	$0.00
96.5	$0.00
97.0	$0.00
97.5	$0.00
98.0	$0.00
98.5	$0.00
99.0	$0.00
99.5	$0.00
100.0	$0.00

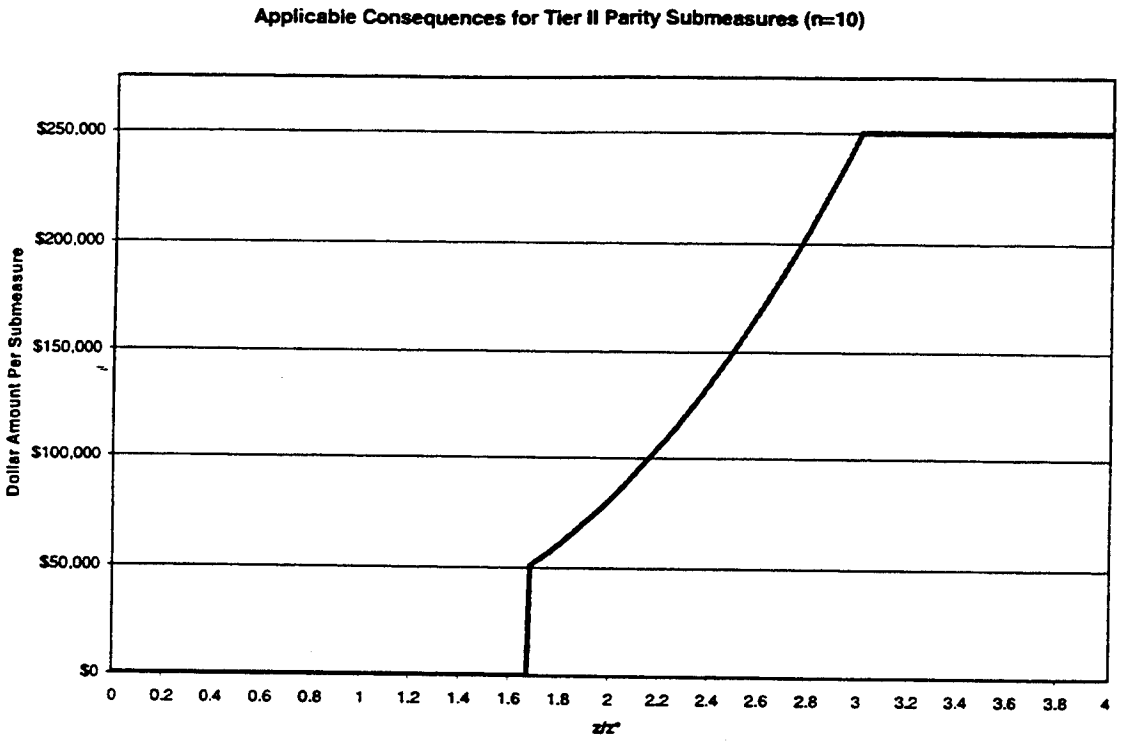

Applicable Consequences for Tier II Parity Submeasures (n=10)
Dollar Amount Per Submeasure
$250,000
$200,000
$150,000
$100,000
$50,000
$0
0
0.2
0.4
0.6
0.8
1
1.2
1.4
1.6
1.8
2
2.2
2.4
2.6
2.8
3
3.2
3.4
3.6
3.8
4
z/z*

Figure G-3

Table G-3 Applicable Tier II Consequences for Parity Submeasures (n=10)

z/z*	Amount
0.0 or less	$0.00
0.1	$0.00
0.2	$0.00
0.3	$0.00
0.4	$0.00
0.5	$0.00
0.6	$0.00
0.7	$0.00
0.8	$0.00
0.9	$0.00
1.0	$0.00
1.1	$0.00
1.2	$0.00
1.3	$0.00
1.4	$0.00
1.5	$0.00
1.6	$0.00
1.7	$52,562.50
1.8	$61,000.00
1.9	$70,562.50
2.0	$81,250.00
2.1	$93,062.50
2.2	$106,000.00
2.3	$120,062.50
2.4	$135,250.00
2.5	$151,562.50
2.6	$169,000.00
2.7	$187,562.50
2.8	$207,250.00
2.9	$228,062.50
3.0 or more	$250,000.00

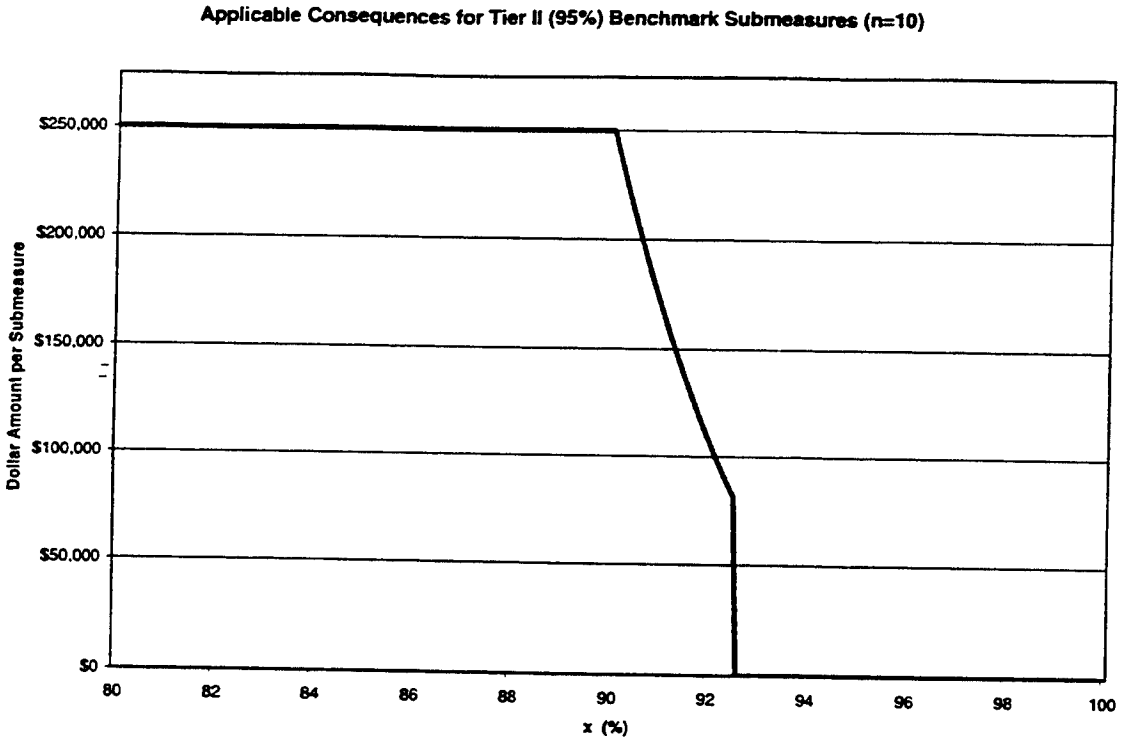

Applicable Consequences for Tier II (95%) Benchmark Submeasures (n=10)
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Dollar Amount per Submeasure
80
82
84
86
88
90
92
94
96
98
100
x (%)

Figure G-4

Table G-4 Applicable Tier II Consequences for (95%) Benchmark Submeasures (n=10)

x (%)	Amount
90.0 or less	$250,000.00
90.5	$207,250.00
91.0	$169,000.00
91.5	$135,250.00
92.0	$106,000.00
92.5	$81,250.00
93.0	$0.00
93.5	$0.00
94.0	$0.00
94.5	$0.00
95.0	$0.00
95.5	$0.00
96.0	$0.00
96.5	$0.00
97.0	$0.00
97.5	$0.00
98.0	$0.00
98.5	$0.00
99.0	$0.00
99.5	$0.00
100.0	$0.00

Attachment 10

Bona Fide Request/New Business Request Process

Bona Fide Request/New Business Request Process

1.0 When applicable. Bona Fide Request/New Business Requests ("BFR/NBR") are to be used when AT&T requests any Services and Elements not already provided in this Agreement or the process needed to provide the Services and Elements, which process is not provided in this Agreement, (collectively for purposes of this Attachment 10, "the Services"). AT&T may also utilize this process to make a request not already provided in this Agreement where said request does not constitute a request under the Telecommunications Act of 1996. This Attachment 10 does not apply to Section 9 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

1.1 Details required. A BFR/NBR shall be submitted in writing by AT&T and shall specifically identify: (i) the date requested for the Services; (ii) the Services requested; (iii) the associated technical requirements; (iv) space requirements; and (v) other specifications necessary to clearly define the request. If applicable, such a request also shall include AT&T's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996.

1.2 AT&T cancellation. AT&T may cancel a BFR/NBR in writing at any time. BellSouth will then cease analysis of the request. If AT&T cancels a BFR/NBR after BellSouth has received AT&T's written "notice to proceed" as described in Section 1.6 of this Attachment 10, AT&T agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with AT&T's BFR/NBR up to the date of cancellation.

1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a BFR/NBR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, BellSouth may reasonably request additional information from AT&T at any time during the processing of the BFR/NBR.

1.4 Preliminary analysis delivery. Unless otherwise agreed by both parties in writing, within thirty-five (35) calendar days of its receipt of a BFR/NBR, BellSouth shall either provide to AT&T a preliminary analysis of the BFR/NBR or notify AT&T that it needs more time to provide AT&T with its preliminary analysis, at which time AT&T and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis.

1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet AT&T's requirements and shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If BellSouth cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet AT&T's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete AT&T's BFR/NBR. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with AT&T's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with AT&T's designation, it may use the dispute resolution process set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event, however, shall any dispute delay BellSouth's processing of the request.

1.6 Notice to proceed. After providing the preliminary analysis to AT&T, BellSouth shall proceed with AT&T's BFR/NBR upon receipt of AT&T's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of AT&T's right to invoke dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of AT&T's cancellation of a BFR/NBR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. In no event shall any dispute delay BellSouth proceeding with completing the BFR/NBR.

1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if AT&T decides to proceed, AT&T agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. AT&T will begin processing the payment of development costs at the time it issues the written "notice

to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by AT&T or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, AT&T agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing AT&T's BFR/NBR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and AT&T's estimate of the price for processing its BFR/NBR. AT&T agrees to pay 50% of this amount as the interim lump sum progress payment. If AT&T's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that AT&T's price is exactly 50% of BellSouth's proposed price.

1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide AT&T with a firm BFR/NBR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, which shall not exceed the Preliminary Analysis Range, and a final detailed breakdown of all costs supporting the final price.

1.10 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR/NBR response from BellSouth, AT&T will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from AT&T within the thirty day time frame, BellSouth shall issue a written request for confirmation that AT&T does not wish to proceed with the BFR/NBR. If BellSouth receives no response from AT&T within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of Section 1.2 of this Attachment 10.

1.11 Pricing Principles. Unless AT&T agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for Services purchased under a BFR/NBR will be made as specified in thisAttachment 10, unless otherwise agreed to by AT&T.

1.12 Amendment. Upon AT&T's acceptance of the firm quote by BellSouth, the parties shall amend the Agreement to incorporate the Services contemplated by the BFR/NBR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory commission pursuant to the requirements of the Act.

ATTACHMENT 11

ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
AABS	Automated Alternate Billing System (AABS)
ACAC	Access Customer Advocate Center
ADA	Americans with Disabilities Act
ADSL	Asynchronous Digital Subscriber Line
ADUF	Access Daily Usage File
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automatic Message Accounting
AMI	Alternate Marked Inversion
ANI	Automatic Number Identification
ANSI	American National Standards Institute
ASPR	AT&T Security Policy and Requirements
ASR	Access Services Request
ASWC	AT&T Serving Wire Center
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAPCO	BellSouth Advertising and Publishing Company
BAR	Billing Account Reference
BFR/NBR	Bona Fide Request/New Business Request
BLV	Busy Line Verification
BLV/BLI	Busy Line Verification/Busy Line Interrupt
BLV/BLVI	Busy Line Verification/Busy Line Verification Interrupt
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BSWC	BellSouth Serving Wire Center
CABS	Carrier Access Billing Systems
CAMA	Centralized Automatic Message Accounting
CARE	Customer Account Record Exchange
CATS	Calling Card and Third Number Settlement System
CATV	Cable Television
CBOS	CABS Billing Output Specifications
CCC	Clear Channel Capability
CCITT	Consultative Committee on International Telegraph & Telephone

CCL	Common Carrier Line
CCS	Common Channel Signaling
CCSAS	Common Channel Signaling Access Service
CCSNIS	Common Channel Signaling Network Interface Specification
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CI	Customer Interface
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CFR	Code of Federal Regulations
CPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CLLIC	Common Language Location Identifier Code
CLUB	Customized Large User Bill
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio Service
CNAM	Calling Name Delivery Database Service
CO	Central Office
CPE	Customer Premises Equipment
CPR	CPR Institute for Dispute Resolution
CRIS	Customer Record Information System
CSA	Contract Service Arrangement
CSIQ	Customer Service Information Query
CSOTS	Customer Service Order Trouble System
CSR	Customer Service Record
CT	Common Transport
CY	Current Year
DA	Directory Assistance
DADAS	Direct Access to Directory Assistance Service
DADS	Directory Assistance Database Service
DB	Database
DCC	Data Communications Channel
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Record
DMOQs	Direct Measures of Quality
DN	Directory Numbers

DN-RI	Directory Number - Route Index
DS-0	Digital Signal Level Zero
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DRAM	Digital Recorded Announcement Machine
DSLAM	Digital Subscriber Line Access Multiplexer
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
E&M	Ear & Mouth Signaling
EAMF	Equal Access Multi-Frequency
EBAS	Enhanced Billing and Access Service
EBCDIC	Extended Binary-Coded Decimal Interchange Code
ECTA	Exchange Carrier Trouble Analysis
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
EFT	Electronic Funds Transfer
EI	Electronic Interface
EI	Emergency Interrupt
ELI	Emergency Line Interrupt
EMI	Exchange Message Interface
EMR	Exchange Message Record
EO	End Office
EODUF	Enhanced Optional Daily Usage File
E/O	Electrical to Optical
EPA	Environmental Protection Agency
ESF	Extended Super Frame
ESIT	Exchange Service Interconnection Traffic
ESP	Enhanced Service Provider
ETTR	Estimated Time to Repair
FB	Flat Rate Business Line
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FGA	Feature Group A
FGB	Feature Group B
FGD	Feature Group D
FL	Foreign Listing
FOC	Firm Order Confirmation
FR	Flat Rate Residential Line
FRS	Functional Requirements Specification
FSPOI	Facilities Signaling Point of Interconnection
GSST	General Subscriber Services Tariff

GTT	Global Title Translation
HDSL	High-bit-rate Digital Subscriber Line
HFC	Hybrid Fiber Coax
HVAC	Heating/Ventilation/Air Conditioning
IAM	Initial Address Message
IBC	Initial Billing Company
ID	Remote Identifiers
IDLC	Integrated Digital Loop Carrier
IEEE	Institute of Electrical and Electronic Engineers
IITP	Internetwork Interoperability Test Plan
ILEC	Incumbent Local Exchange Carrier
INC	Industry Numbering Committee
INP	Interim Number Portability
IOF	Interoffice Facility
IP	Internet Protocol
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signaling Network Identifier
ISP	Internet Service Provider
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVS	Interactive Voice Subsystem
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carrier
JIA	Joint Implementation Agreement
JIP	Jurisdiction Information Parameter
LATA	Local Access Transport Area
LCC	Line Class Code
LCSC	Local Carrier Service Center
LEC	Local Exchange Carrier
LENS	Local Exchange Navigation System
LERG	Local Exchange Routing Guide
LGX	Lightguide Cross-Connect
LIDB	Line Information Database
LNP	Local Number Portability
LPIC	Local (IntraLata) Primary Exchange Carrier
LRN	Local Routing Number
LRN-LNP	Local Routing Number-Local Number Portability
LRN-PNP	Local Routing Number-Permanent Number Portability
LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit

MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MLT	Mechanized Loop Tests
MPB	Meet-Point Billing
MPOE	Minimum Point of Entry
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MTA	Multiple Tandem Access
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NANC	North American Numbering Council
NAV	Network Applications Vehicle
NC	Network Cable
NEBS	Network Equipment Building System
NEC	National Electrical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NICS	Non-Intercompany Settlement System
NID	Network Interface Device
NIU	Network Interface Unit
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NRC	Non-recurring Charge
NTW	Network Terminating Wire
NXX	Three-Digit Central Office Code (N=2-9, X=0-9)
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering and Billing Forum
OC	Order Coordination
OC-TS	Order Coordination Time Specific
OC-N	Optical Circuit – (Number)
OCN	Operating Company Number
OSHA	Occupational Safety and Health Act
ODUF	Optional Daily Usage File
OLI	Originating Line Information
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operational Support Systems
OTS	Operator Transfer Service
PBX	Private Branch Exchange

PCBs	Polychlorinated biphenyls
PDH	Plesiochronous Digital Hierarchy
PIC	Primary Interexchange Carrier
PIN	Personal Identification Number
PIU	Percent Interstate Usage
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
PON	Purchase Order Number
POP	Point of Presence
POT	Point of Termination
POTS	Plain Old Telephone Service
PSAP	Public Safety Answering Point
PSTN	Public Switched Telecommunications Network
PUC	Public Utilities Commission
RACF	Remote Access Call Forwarding
RAO	Revenue Accounting Office
RCF	Remote Call Forwarding
RCRA	Resource Conservation and Recovery Act
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCE/SMS	Service Creation Environment and Service Management System
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SEC LOC	Secondary Location
SECAB	Small Exchange Carrier Access Billing
SIC	Standard Industrial Code
SL1	Service Level One
SL2	Service Level Two
SMDI	Simplified Message Desk Interface
SMDI-E	Simplified Message Desk Interface - Enhanced
SMS	Service Management System
SONET	Synchronous Optical Network

SP	Signaling Point
SPID	Service Profile Identifier
SPNP	Service Provider Number Portability
SPNP-RCF	Service Provider Number Portability-Remote Call Forwarding
SPNP-LERG	Service Provider Number Portability-Local Exchange Routing Guide
SPNP-DID	Service Provider Number Portability-Direct Inward Dialing
SPNP-RI	Service Provider Number Portability-Route Indexing
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Switching Service Point
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWA	Interexchange Carrier Switched Access
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
TC	Transaction Code
TCAP	Transaction Capabilities Application Port
TELRIC	Total Element Long Run Incremental Cost
TGSR	Trunk Group Service Request
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TNS	Transit Network Selection
TOPS	Traffic Operator Position System
TR	Technical Requirements
TS	Tandem Switching
TSGR	Transport System Generic Requirements
UCL	Unbundled Copper Loop
UDL	Unbundled Digital Loop
UDLC	Universal Digital Loop Carrier
UNE	Unbundled Network Element
USL	Unbundled Subloop
USLC	Unbundled Subloop Concentration System
USOC	Universal Service Order Code
UVL	Unbundled Voice-grade Loop
V&H	Vertical and Horizontal
WTN	Working Telephone Number
xDSL	Digital Subscriber Line

ATTACHMENT 12

NETWORK SECURITY

NETWORK SECURITY

1. Network Security – Protection of Service and Property

1.1 BellSouth agrees to take reasonable and prudent steps to ensure adequate protection of AT&T property located with BellSouth Premises including, but not limited to:

1.1.1 Controlling all approved system and modem access through security servers. Access to, or connection with, a network element shall be established through a secure network or security gateway and/or firewall. Dial-up access to modems connected to network entry points must be protected by individual authentication of the user, e.g., via Network Access passwords, smart cards, tokens;

1.1.2 A security software package will be used, or at a minimum, perform manual checks that monitor user and machine integrity and confidentiality, such as password assignment and aging, directory and permission configuration, and system accounting data; and

1.1.3 Maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other party access or interface privileges. These records will include, but are not limited to, login identification, user request records, system configuration, time limits of user access or system interfaces.

Attachment 13

BAPCO AGREEMENT

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia Corporation ("BAPCO") and AT&T Communications of the Southern States, Inc., a New York corporation, and AT&T Communications of the South Central States, Inc., a Delaware corporation, and TCG Ohio (herein, collectively "AT&T") agree as follows:

1. **RECITALS**. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S. (the "Directories"). AT&T provides local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and AT&T hereby establish the terms by which BAPCO will include listings of AT&T customers in such Directories and by which BAPCO will provide such Directories to AT&T customers. BAPCO agrees that it will provide to AT&T services that are at least equal in quality to those services provided to other telecommunications carriers generally, and consistent with BAPCO's internal standards.

2. **AUTHORITY**. BAPCO assumes the authority and agrees to perform the obligations delegated to it by its affiliate, BellSouth Telecommunications, Inc. ("BellSouth") in Section 20 of the General Terms and Conditions Interconnection Agreement dated _____ between AT&T and BellSouth.

3. **AT&T OBLIGATIONS**. AT&T agrees as follows:

(a) AT&T shall provide to BAPCO, or its designee, at AT&T's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO, including disconnect information, as set forth on Exhibit A for use by BAPCO or its affiliates or agents in publishing Directories. ***BAPCO may not use AT&T subscriber listing information to include in any electronic directory without the written authorization of AT&T [OPEN BELLSOUTH]***. Such customer listing information shall be provided in the format set forth in Exhibit A, or as otherwise mutually agreed between the parties from time to time.

(b) AT&T shall also provide directory delivery information to BAPCO , or its designee, as set forth in Exhibit A for all AT&T customers.

(c) AT&T shall advise BAPCO, or its designee, promptly of any directory-related inquiries, requests or complaints which it may receive from

AT&T customers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) AT&T shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by customers.

4. **BAPCO OBLIGATIONS**.

(a) BAPCO shall include at no charge to AT&T or AT&T's customers one standard listing for each AT&T customer per line or per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or unpublished status is designated by customers. Such listings shall be interfiled with the listings of other local exchange telephone company customers and otherwise published in the manner of such other listings is accordance with and subject to BAPCO's generally applicable publishing policies described in Section 5 below, without designation or differentiation as to the subscriber's exchange carrier.

(b) BAPCO shall publish additional listings, foreign listings and all other alphabetical Directory listings offered by BellSouth for AT&T customers upon their request, consistent with BAPCO's publishing policies described in Section 5 below, in BAPCO's alphabetical Directories. BAPCO shall publish all listings for all AT&T's customers in an identical manner and upon the same terms and conditions described in Section 5 below.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local AT&T customers on the same basis that BAPCO delivers Directories generally to BellSouth's, its affiliates or other CLEC's customers, and in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new AT&T service, if a current Directory for that geographic area has not previously been provided.

(d) BAPCO shall make available recycling services for Directories to AT&T customers under the same terms and conditions that BAPCO makes such services available to other BAPCO directory customers.

(e) BAPCO will include for AT&T, in the customer guide section of the Directory, ***not less than a one-half page of information about AT&T services, including addresses and telephone numbers for AT&T customer service and AT&T's logo in the same manner as that included for all other carriers [OPEN BELLSOUTH]***, information relating to establishment of service, repair

and billing in the generic customer guide pages of its alphabetical Directories ~~in accordance with BAPCO's~~. AT&T will provide information requested by BAPCO for such purposes on a timely basis. Any change or modification to the content AT&T provides to BAPCO for inclusion in the customer guide section of the Directory shall be approved by AT&T in advance.

(f) BAPCO shall make available at no charge to AT&T or its customers one listing for each AT&T business customer's primary listing in one appropriate heading in the applicable local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's publishing policies as described in Section 5 below.

(g) BAPCO shall solicit, accept and publish directory advertising from business customers of AT&T in communities for which BAPCO publishes classified Directories in the same manner and upon the same terms as it solicits, accepts and publishes advertising from advertisers who are not AT&T customers. Except for customer information actually published in a Directory, BAPCO shall not use any customer information provided to it by AT&T for the solicitation of business for other carriers.

(h) BAPCO shall not provide listing information relating to AT&T customers to other local exchange service providers or independent directory publishers without AT&T approval, except as may be required in relation to this Agreement or as otherwise required by law.

5. **PUBLISHING POLICIES**. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide AT&T, with prompt and timely notice of changes to BAPCO's publishing policies that in BAPCO's judgment could reasonably be expected to affect AT&T's conduct and performance of its obligations under this Agreement that support BAPCO's publishing of listings for AT&T's customers. ***Such periodic notice of changes shall be provided at least sixty (60) days before they become effective*** **[OPEN BELLSOUTH]**. Such policy updates shall include, without limitation, the subjects described in Exhibit B

6. **LIABILITY AND INDEMNITY**.

(a) AT&T agrees to defend, indemnify and hold harmless BAPCO from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from any error in or omission of any residential or business listing for customers of AT&T to the

extent such error or omission is caused by AT&T's failure to provide accurate customer information to BAPCO.

(b) BAPCO agrees to defend, indemnify and hold harmless AT&T from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees arising out of or resulting from: (i) any error in or omission of any paid advertising for customers of AT&T other than those errors caused by AT&T's failure to provide accurate customer information to BAPCO; provided, however, that BAPCO agrees that, where permitted by law, its advertising contracts with AT&T's customers shall limit liability of BAPCO and AT&T for errors and omissions to a rebate of advertising charges for the advertising containing the error or omission (inclusion of such limitation of AT&T's liability to be undertaken in BAPCO's normal course of business); or (ii) any error in or omission of any business listing for customers of AT&T to the extent such error or omission is caused by BAPCO's failure to publish correctly such customer information provided by AT&T; provided, however, that notwithstanding the foregoing, BAPCO's liability to AT&T for any claims relating to or arising from errors in or omissions of residential customers listings shall be limited to One Dollar ($1.00) for each such claim.

(c) Except as provided above each party agrees to defend, indemnify and hold harmless the other from damages, claims, suits, losses or expenses, including without limitation reasonable costs and reasonable attorney's fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. Each party shall notify in writing the other promptly of any act or omission which may give rise to a claim hereunder, and of any claim or suit arising hereunder. Each party shall provide reasonable and timely cooperation in its resolution of any claim or lawsuit arising hereunder. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

(d) Notwithstanding anything in this Section 5 to the contrary, in no event shall either party be liable to the other or to any third party for any special, incidental or consequential damages or any loss of profits.

(e) AT&T agrees to include in any local service tariff it files a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the customers cost of local service or to the charge for any such listing, whichever is less.

7. **TERM.** This Agreement shall be effective on the date of the last signature hereto and shall remain in effect for a term of three years, concurrent with the

Interconnection Agreement dated _____ between AT&T and BellSouth, and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty (60) days prior written notice.

8. **ASSIGNMENT.** This Agreement shall be binding upon any successors or assigns of the parties during its term.

9. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. **NONDISCLOSURE**

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

11. **FORCE MAJEURE**. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood,

explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

12. **PUBLICITY.** Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. **REPRESENTATIVES AND NOTICES.**

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to:

Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to AT&T:

Bill C. Peacock
Director – Local Services & Access Management
Room 12254
1200 Peachtree St., N.E.
Atlanta, GA 30309

With Copy to:

Virginia C. Tate
Chief Commercial Attorney
Suite 8100
1200 Peachtree St., NE
Atlanta, GA 30309

14. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and / or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BellSouth Advertising &
Publishing Corporation

By: _____

Title: _____

Date: _____

AT&T Communications of
the Southern States, Inc. and
TCG Ohio

By: _____

Title: _____

Date: _____

AT&T Communications of the
South Central States, Inc. and
TCG Ohio

By: _____

Title: _____

Date: _____

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. **Main Telephone Number**: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)

2. **Published Telephone Number**: Telephone number to appear in the directory.

3. **Old Telephone Number**: If the number is changing, enter the OLD Telephone Number.

4. **Type of Directory Service**: Bus (Business) or Res (Residence)

5. **Order Type**: N – New connect order; D – Disconnect service order; C – Change of listings; R – Directory delivery only.

6. **Due Date**: Date that service is requested.

7. **Carrier name**: The name of the local exchange AT&T and operating company code.

8. **Carrier Number**: Operating Company Number.

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. **Listed Name**: The way the listing is to appear in the directory. (maximum 1000 characters – including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.

10. **Listed Address**: Current address may include street number – street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)

11. **Service Address**: Physical location of the telephone.

12. **Community Name**: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).

13. **Zip code**: 5 or 9 character code.

14. **Yellow Pages Heading**: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).

15. **Directory Name**: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. **Billing:** Name to appear on bill.

17. **Billing Address**: Street number, street name, city, state, zip.

18. **Contact Telephone Number**: Telephone number to contact regarding billing.

19. **Responsible Person**: Owner's name or partners' names or 2 corporate officers.

20. **Type of Ownership**: Sole owner; Partnership or Corporation.

21. **Tax ID Number or Social Security Number**: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. **Name**: Personal or business name.

23. **Delivery Address**: Street number, street name, city, state, zip code of where directories are to be delivered.

24. **Directory (Book ID)**: Bolt code of the directory/

25. **Number of books now**: for immediate delivery/replacement.

26. **Number of books annually**: 0-3 residence, 0-5 business, then negotiated.

REMARKS SECTION (As Required)

27. **Remarks**: Free flow field used by AT&T for any additional information.

Exhibit B

BAPCO Deliverables[1]

Publication Schedules

BAPCO will provide to AT&T an ***electronic*** **[OPEN BELLSOUTH]** copy of the publication schedules for all directories within the areas served by the AT&T. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide an electronic version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by AT&T.

Central Office Table

BAPCO will provide two electronic versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Listing Specifications

[1] Information will be provided on disk on standard Microsoft Word Format or via Internet download.

BAPCO will provide a condensed electronic version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

Abbreviation Table

BAPCO will provide an electronic copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Foreign Directory Name Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a AT&T operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

[DISAGREE]

BST's Proposal: BST proposes to strike this Attachment in its entirety.

AT&T's Proposal: AT&T's proposal is attached

ATTACHMENT 14

ALTERNATIVE DISPUTE RESOLUTION

DISAGREE

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ALTERNATIVE DISPUTE RESOLUTION

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ALTERNATIVE DISPUTE RESOLUTION

1. Purpose

1.1 Attachment 14 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and AT&T arising under this Agreement.

2. Exclusive Remedy

2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and AT&T arising under or related to this Agreement including its breach, except for: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Except as provided herein, BellSouth and AT&T hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto. The exclusive remedy set forth in this Section shall in no way limit either Party's right to bring a claim in another forum arising under Federal or state laws or statutes, including but not limited to any antitrust claim. (AT&T 12/9/99)

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 14, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 14 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.

3. Informal Resolution of Disputes

3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).

3.2 The Parties may enter into a settlement of any dispute at any time.

4. Initiation of an Arbitration

4.1 Except for Disputes Affecting Service, if the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").

4.2 If the Inter-Company Review Board provided for in Section 3 of this Attachment 14 is unable to resolve a Dispute Affecting Service within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party, may, through its representative on the Inter-Company Review Board, request arbitration of what in good faith is believed to be a Dispute Affecting Service in accordance with the requirements of Section 9 of this Attachment 14, with the consent of the other party, which consent shall not be unreasonably withheld. Any dispute not resolved in accordance with Section 9 of this Attachment 14 shall be resolved as if it were not a Dispute Affecting Service.

5. Governing Rules for Arbitration

5.1 The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.

6. Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process

6.1 Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective

Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.

6.2 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

6.3 In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 14, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

7. Duties and Powers of the Arbitrators

7.1 The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.

8. Discovery and Proceedings

8.1 BellSouth and AT&T shall attempt, in good faith, to agree on a plan for *discovery.* Should they fail to agree, either BellSouth or AT&T may request a joint meeting or conference call with the Arbitrators. The Arbitrators shall resolve any disputes between BellSouth and AT&T, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.

8.2 The Parties shall facilitate the arbitration by: (i) making available to one another and to the Arbitrators, on as expedited a basis as is practicable, for examination, deposition, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to

be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the CPR Rules or by the Arbitrators for submission of evidence or briefs.

9. Resolution of Disputes Affecting Service

9.1 Purpose

9.1.1 This Section 9 describes the procedures for an expedited resolution of disputes between BellSouth and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its customers at the time of the dispute and which cannot be resolved using the procedures for informal resolution of disputes contained in this attachment of the Agreement.

9.2 Appointment and Removal of Arbitrator

9.2.1 A sole Arbitrator will preside over each dispute submitted for arbitration under this Section 9.

9.2.2 The Parties shall appoint three (3) Arbitrators who will serve for the term of this Agreement, unless removed pursuant to Section 9.2.3 of this Attachment 14. The appointment and the order in which Arbitrators shall preside over Disputes Affecting Service will be made by mutual agreement in writing within thirty (30) days after the Effective Date.

9.2.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

9.2.4 In the event that an Arbitrator resigns, is removed pursuant to Section 9.2.3 of this Attachment 14, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the Arbitrator whose name appears next in the alphabet.

9.3 Initiation of Disputes Affecting Service Process.

9.3.1 A proceeding for arbitration under this Section 9 will be commenced by a Party ("Complaining Party") after following the process provided for in Section 4 of this Attachment 14 by filing a complaint with the Arbitrator and simultaneously providing a copy to the other Party ("Complaint").

9.3.2 Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its customers.

9.3.3 A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.

9.4 Response to Complaint

9.4.1 A response to the Complaint must be filed within five (5) business days after service of the Complaint.

9.5 Reply to Complaint

9.5.1 A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.

9.6 Discovery

9.6.1 The Parties shall cooperate on discovery matters as provided in Section 8 of this Attachment 14, but following expedited procedures.

9.7 Hearing

9.7.1 The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

9.7.2 The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

9.7.3 In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

9.7.4 Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of

the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.

9.7.5 The Parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.

9.7.6 Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

9.8 Decision

9.8.1 The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.

9.8.2 The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.

10. Privileges

10.1 Although conformity to certain legal rules of evidence may not be necessary in connection arbitrations initiated pursuant to this Attachment, the Arbitrators shall, in all cases, apply the attorney-client privilege and the work product immunity.

10.2 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrators of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 14.

11. Location of Hearing

11.1 Unless both Parties agree otherwise, any hearing under this Attachment 14 shall take place in Atlanta, Georgia.

12. Decision

12.1 The Arbitrator(s) decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision. Except for Disputes Affecting Service, the Arbitrators shall make their decision within ninety (90) days of the initiation of

proceedings pursuant to Section 4 of this Attachment, unless the Parties mutually agree otherwise.

13. Fees

13.1 The Arbitrator(s) fees and expenses that are directly related to a particular proceeding shall be paid by the losing Party. In cases where the Arbitrator(s) determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator(s) shall, in his or her discretion, apportion expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding shall be shared equally. In the event that the Parties settle a dispute before the Arbitrator(s) reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator(s') fees for the particular proceeding will be apportioned.

13.2 In an action to enforce or confirm a decision of the Arbitrator(s), the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses.

14. Confidentiality

14.1 BellSouth, AT&T, and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

14.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator(s) shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

14.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section 18 of the General Terms and Conditions of the Agreement. However, nothing in Section 18 of the General Terms and Conditions of the Agreement shall be construed to prevent either Party from disclosing the other Party's Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrators may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

15. Service of Process

15.1 Except as provided in Section 9.3.1 of this Attachment 14, service may be made by submitting one copy of all pleadings and attachments and any other

documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class U.S. mail; (iii) the next business day if sent by overnight courier service; or (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.

15.2 Service by AT&T to BellSouth and by BellSouth to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to BellSouth or AT&T, respectfully.