

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And CTC Exchange Services, Inc. Dated July 18, 2000**

Pursuant to this Amendment, (the "Amendment"), CTC Exchange Services, Inc. ("CTES"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," amend that certain Interconnection Agreement between the Parties dated July 18, 2000 ("Agreement").

WHEREAS, CTES desires to obtain from BellSouth, and BellSouth desires to provide to CTES, loop make-up services; and

WHEREAS, BellSouth and CTES desire to amend the Agreement to include provisions which address BellSouth's provision of loop make-up service to CTES; and

WHEREAS, the Parties desire to clarify that CTES shall have access to both the BellSouth loop make-up service and the BellSouth loop qualification system.

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

1. A new Section 2.1.23 is hereby inserted into Attachment 2 as follows:

2.1.23 For purposes of determining CTES' ability to order xDSL-compatible loops or the high frequency spectrum network element, CTES shall have access to either or both of BellSouth's Loop Qualification System (LQS) and BellSouth's Loop Make-up Service (LMU). LQS provides information regarding BellSouth's ability to provide BellSouth's ADSL Service over the requested loop. Access to LQS shall be as specified in the BellSouth Pre-Order Business Rules available at <http://www.interconnection.bellsouth.com>. LMU provides the underlying loop qualification information on xDSL-compatible loops. Access to LMU is available in accordance with Section 2.10.

2. The following is hereby inserted into Attachment 2 as new sections 2.10, 2.11, and 2.12:

2.10 **Preordering Loop Makeup (LMU)**

2.10.1 Description of Service

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

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

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

2.10.1.3 BellSouth's LMU information is provided to CTES as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.10.2 Submitting Loop Makeup Service Inquiries

2.10.2.1 CTES will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if CTES determines that it needs further loop data information in order to make a determination of loop service capability, CTES may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.10.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to CTES.

2.10.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.10.3 LMUSI Types and Associated Charges

CTES may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C.

- 2.10.3.1 CTES will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.
- 2.10.3.2 CTES may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which CTES does not plan to place a UNE local service request (LSR) should be cancelled by CTES. Should CTES wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.10.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to CTES for the facility queried. During this holding time and prior to CTES's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure CTES's ability to order the exact facility reserved.
- 2.10.3.4 If CTES does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.10.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.10.4 Ordering of Other UNE Services

- 2.10.4.1 Whenever CTES has reserved a facility through BellSouth's preordering LMU service, should CTES seek to place a subsequent UNE LSR on a reserved facility, CTES shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., CTES will be billed the appropriate rate element for the specific type UNE loop ordered by CTES as set forth in this Attachment. CTES will not be billed any additional Loop Makeup charges for the loop so ordered. Should CTES choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, CTES will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit C in this Attachment.
- 2.10.4.2 Where CTES submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to CTES the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by CTES. For those

occasions when BellSouth cannot assign the specific facility reserved by CTES during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by CTES during the ordering process, BellSouth will assign to CTES, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by CTES. If the ordered loop type is not available, CTES may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

**2.11 Rates**

2.11.1 The prices that CTES shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If CTES purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

**2.12 Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

3. Attachment 2, Exhibit C is hereby amended to delete the following:

<b>Loop Make-Up Service Inquiry - Note 3</b>		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Per Service Inquiry	UMKLP	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75	\$233.75

4. Attachment 2, Exhibit C is hereby amended to insert the following:

<b>Loop Make-Up</b>		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC – Loop Makeup – Preordering Without Reservation, per working facility queried (Manual)**	UMKLW	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
	Loop Makeup – Preordering Without Reservation, spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
	NRC – Loop Makeup – Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLP	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$100.00
	NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) **		\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$0.6888
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$0.6888
	Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$1.08	\$0.6888

** TN rates are interim and subject to true-up.											
---	--	--	--	--	--	--	--	--	--	--	--

5. All of the other provisions of the Agreement, dated July 18, 2000, shall remain in full force and effect.

6. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

**CTC Exchange Services, Inc.**

**BellSouth Telecommunications, Inc.**

\_\_\_\_\_  
ON FILE  
Signature

\_\_\_\_\_  
ON FILE  
Signature

\_\_\_\_\_  
Barry R. Rubens  
Printed Name

\_\_\_\_\_  
Jerry D. Hendrix  
Printed Name

\_\_\_\_\_  
Senior Vice President  
Title

\_\_\_\_\_  
Sr. Director  
Title

\_\_\_\_\_  
November 1, 2000  
Date

\_\_\_\_\_  
11/3/00  
Date