

**INTERCONNECTION AGREEMENT
BETWEEN BELL SOUTH TELECOMMUNICATIONS INC.
AND UTILICORE CORPORATION**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Utilicore Corporation, a Delaware corporation, and shall be deemed effective as of February 9, 1998. This agreement may refer to either BellSouth or Utilicore or both as a "Party" or "Parties. "

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Utilicore is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable Utilicore to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Utilicore will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning February 9, 1998.

- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.
- 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 new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

- 3.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.
- 3.2 BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for Operational Support Systems (OSS) shall be as set forth in this agreement.

4. Parity

The services and service provisioning that BellSouth provides Utilicore for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale,

BellSouth will provide Utilicore with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Utilicore to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Utilicore with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to Utilicore and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

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

- 5.1 Listings. BellSouth or its agent will include Utilicore residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Utilicore and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Utilicore or its subscribers provided that Utilicore provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting Utilicore Subscriber Information. BellSouth will provide to Utilicore a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Utilicore will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 5.4 Unlisted Subscribers. Utilicore will be required to provide to BellSouth the names, addresses and telephone numbers of all Utilicore customers that wish to be omitted from directories.
- 5.5 Inclusion of Utilicore Customers in Directory Assistance Database. BellSouth will include and maintain Utilicore subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Utilicore will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Utilicore's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit

access to Utilicore's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Utilicore subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of Utilicore, provide to Utilicore access to its unbundled elements at any technically feasible point for the provision of Utilicore's telecommunications service where such access is necessary and failure to provide access would impair the ability of Utilicore to provide services that it seeks to offer. Any request by Utilicore for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. Liability and Indemnification

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Utilicore revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Utilicore shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this

Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- 7.3.3 Neither BellSouth nor Utilicore shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and Utilicore providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor Utilicore assumes any liability for the accuracy of data provided by one Party to the

other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

- 7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Utilicore is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 8.2 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 a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

- 8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 8.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

9. Treatment of Proprietary and Confidential Information

- 9.1 Confidential Information. It may be necessary for BellSouth and Utilicore to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information

shall not be copied or reproduced in any form. BellSouth and Utilicore shall receive such Information and not disclose such Information. BellSouth and Utilicore shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Utilicore with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Utilicore will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Utilicore to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Utilicore; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

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 it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

13. Taxes

- 13.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 13.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.
- 13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.
- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may

contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

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

15. Year 2000 Compliance

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

16. Modification of Agreement

- 16.1 BellSouth shall make available to Utilicore any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.
- 16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the

Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Utilicore or BellSouth to perform any material terms of this Agreement, Utilicore or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

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

17. Waivers

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

18. Governing Law

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

19. Arm's Length Negotiations

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

20. Notices

- 20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

ALEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

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

Utilicore

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

- 20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 20.3 BellSouth shall provide Utilicore 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies Utilicore of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify Utilicore of such revisions consistent with its internal notification process. Utilicore may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Utilicore may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Entire Agreement

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

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

BellSouth Telecommunications, Inc.

Signature on File

Signature
Jerry Hendrix - Director

Title

February 9, 1998
Date

Utilicore

Signature on File

Signature
Thomas Beard - Senior Vice President

Title

February 6, 1998
Date

Definitions

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

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an ALEC.

Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than Utilicore; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or Utilicore to an end user of BellSouth or Utilicore.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. Local Traffic does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDs, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Utilicore designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

RESALE

Utilicore Corporation negotiated a separate
Resale Agreement
with BellSouth Telecommunications, Inc.
effective January 15, 1998

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1.1 BellSouth shall, upon request of Utilicore, and to the extent technically feasible, provide to Utilicore access to its unbundled network elements for the provision of Utilicore's telecommunications service.
- 1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by ALEC itself or by any other vendor.
- 1.1.3 ALEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible.
- 1.1.4 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

2. Unbundled Loops

- 2.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 2.2 Definition
 - 2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
 - 2.2.2 The provisioning of service to a customer 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 co-located space.
 - 2.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

- 2.2.4 The OC feature will be provided as a chargeable option on SL1 loops. The OC feature will allow Utilicore to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service less than 15 minutes. In these cases, BST will perform the order conversion at its discretion during normal work hours.
- 2.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a design layout record (DLR).
- 2.2.6 BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 2.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Utilicore the ability to specify the time that the coordinated conversion takes place.
- 2.2.8 Utilicore will be responsible for testing and isolating troubles on the unbundled loops. Once Utilicore has isolated a trouble to the BST provided loop, Utilicore will issue a trouble to BST on the loop. BST will take the actions necessary to repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.
- 2.2.9 If Utilicore reports a trouble on SL1 loops and no trouble actually exists, BST will charge Utilicore for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.
- 2.2.10 If Utilicore reports a trouble on SL2 loops and no trouble actually exists, BST will charge Utilicore for any dispatching and testing, (outside the CO) required by BST in order to confirm the loop's working status.
- 2.3 Technical Requirements
 - 2.3.1 BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.
 - 2.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these

services. Services provided over the loop by Utilicore will be consistent with industry standards.

- 2.3.1.2 In some instances, Utilicore will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Utilicore can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Utilicore will determine the type of service that will be provided over the loop. In some cases, Utilicore may be required to pay additional charges for the removal of certain types of equipment.
- 2.3.2 The loop shall be provided to Utilicore in accordance with the following Technical References:
 - 2.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
 - 2.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 2.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
 - 2.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
 - 2.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
 - 2.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
 - 2.3.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.
 - 2.3.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. **Integrated Digital Loop Carriers**

- 3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit Utilicore to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Utilicore with the capability to serve end users at the same level BellSouth provides its customers. If no alternate

facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Utilicore will then have the option of paying the one-time SC rates to place the loop facilities or Utilicore may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

4. **Network Interface Device**

4.1 Definition

4.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 Technical Requirements

4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.2.5 Where feasible, the NID shall be physically accessible to Utilicore designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Utilicore shall obtain entrance permission directly from the customer.

4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Utilicore may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow Utilicore to disconnect the BST loop from the BST NID in order to connect Utilicore's loop to the BST NID. In these cases, Utilicore accepts all liability associated with this process and it is Utilicore's responsibility to make sure the disconnected BST loop is properly grounded.

4.3 Interface Requirements

4.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.

4.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. **Unbundled Loop Concentration (ULC) System**

5.1.1 BellSouth will provide to Utilicore unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The DS1s carrying the loops will be terminated into Utilicore's collocation space. Rates for loop concentration are as set forth in Attachment 11.

6. **Sub-loop Elements**

6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

6.2 **Unbundled Sub-loop (USL)**

6.2.1 Definition

- 6.2.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault. Riser Cable that extends from BST's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.
- 6.2.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If Utilicore requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to Utilicore.

6.2.2 Requirements for All Unbundled Sub-Loop

- 6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.
- 6.2.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
- 6.2.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:
- 6.2.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and
- 6.2.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

6.2.3 Interface Requirements

- 6.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:
- 6.2.3.2 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

- 6.2.3.3 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;
- 6.2.3.4 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";
- 6.2.3.5 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

6.3 Unbundled Sub-Loop Concentration System (USLC)

- 6.3.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Utilicore unbundled sub-loop concentration (USLC). USLC systems provide Utilicore with the ability to concentrate up to 96 of its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Utilicore's collocation space.
- 6.3.2 In these scenarios, Utilicore would be required to place a cross-box; remote terminal (RT); or other similar device and deliver a cable to the BST remote terminal. This cable would be connected to a cross-connect panel within the BST RT and would allow Utilicore's sub-loops to then be placed on the ULSC and transport to their collocation space at a DS1 level.

6.4 Unbundled Network Terminating Wire (UNTW)

- 6.4.1 BellSouth agrees to offer its Network Terminating Wire to Utilicore pursuant to the following terms and conditions and rates set forth in Attachment 11.

6.5 Definition

- 6.5.1 UNTW is twisted copper wire that extends from BST's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end-users location.

6.6 Technical Requirements

- 6.6.1 In these scenarios Utilicore would be required to place a cross-box, terminal, or other similar device and deliver a cable to the BST terminal located at the buildings point-of-entry or garden terminal. BST would then connect Utilicore's cable to a cross-connect panel within the BST terminal.

- 6.6.2 This arrangement would then provide Utilicore with connectivity from its feeder and/or distribution facilities (terminated in ALEC's terminal) to the NTW and the NID at the end-user premises.

7. **Local Switching**

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

7.1 **Definition**

- 7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Utilicore's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and Utilicore shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.
- 7.1.2 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features available or a number of features specifically requested by Utilicore; however, any features requested by Utilicore must be consistent with how such features are available to BellSouth retail customers.

7.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Utilicore purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Utilicore customers may use the same dialing arrangements as BellSouth customers, but obtain an Utilicore branded service.

7.2 **Technical Requirements**

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to sections 10.1.1 and 10.1.3, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Utilicore will be made pursuant to the Bona Fide Request Process of Attachment 9.

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

7.2.1.5 BellSouth shall activate service for an Utilicore customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Utilicore's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.6 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.

7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.8 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.

- 7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 7.2.1.10 Special Services provided by BellSouth will include the following:
 - 7.2.1.10.1 Telephone Service Prioritization;
 - 7.2.1.10.2 Related services for handicapped;
 - 7.2.1.10.3 Soft dial tone where required by law; and
 - 7.2.1.10.4 Any other service required by law.
- 7.2.1.11 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 Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 7.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Utilicore, upon a reasonable request from Utilicore. ALEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:
 - 7.2.1.14.1 Basic and primary rate ISDN;
 - 7.2.1.14.2 Residential features;
 - 7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 7.2.1.14.5 Advanced intelligent network triggers supporting Utilicore and BellSouth service applications.

BellSouth shall offer to Utilicore all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

- 7.2.1.14.5.1 Off-Hook Immediate
- 7.2.1.14.5.2 Off-Hook Delay
- 7.2.1.14.5.3 Termination Attempt
- 7.2.1.14.5.4 6/10 Public Office Dialing Plan
- 7.2.1.14.5.5 Feature Code Dialing
- 7.2.1.14.5.6 Customer Dialing Plan
- 7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Utilicore:
 - 7.2.1.14.6.1 Private EAMF Trunk
 - 7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 7.2.1.14.6.3 N11
 - 7.2.1.14.6.4 Automatic Route Selection
- 7.2.1.15 Where capacity exists, BellSouth shall assign each Utilicore customer line the class of service designated by Utilicore (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Utilicore customers to Utilicore directory assistance operators at Utilicore's option.
- 7.2.1.16 Where capacity exists, BellSouth shall assign each Utilicore customer line the class of services designated by Utilicore (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Utilicore customers to Utilicore operators at Utilicore's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Utilicore Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:
 - 7.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

- 7.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
- 7.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
- 7.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

- 7.2.2.1 BellSouth shall provide the following interfaces to loops:
 - 7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);
 - 7.2.2.3 Coin phone signaling;
 - 7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
 - 7.2.2.5 Two-wire analog interface to PBX;
 - 7.2.2.5.1 Four-wire analog interface to PBX;
 - 7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (*e.g.* computers and voice response systems);
 - 7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
 - 7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
 - 7.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 7.2.2.10 BellSouth shall provide access to the following but not limited to:
 - 7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Utilicore;
 - 7.2.2.12 Interface to Utilicore operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 7.2.2.13 Interface to Utilicore directory assistance services through the Utilicore switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or

other Utilicore required access to interexchange carriers as requested through appropriate trunk interfaces.

8. **Transport**

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in Attachment 11.

8.1 **Definition of Shared Transport**

Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

8.2 **Technical Requirements of Shared Transport**

8.2.1 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 ("CO to CO") connections in the appropriate industry standards.

8.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

8.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

- 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

- 8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 8.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 8.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 8.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 **Dedicated Transport**

8.3.1 **Definition**

- 8.3.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.
- 8.3.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 8.3.1.2.1 As capacity on a shared facility.
 - 8.3.1.2.2 As a circuit (e.g., DS0, DS1) dedicated to Utilicore.
- 8.3.1.3 When Dedicated Transport is provided as a system it shall include:
 - 8.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
- 8.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

8.3.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

- 8.3.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to Utilicore designated traffic.
- 8.3.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 8.3.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 8.3.2.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 8.3.2.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 8.3.2.5.1 DS0 Equivalent;

- 8.3.2.5.2 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
- 8.3.2.5.3 DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);
- 8.3.2.5.4 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an Utilicore service node.
- 8.3.2.5.5 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.
- 8.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to Utilicore's architectural requirements. This includes, but is not limited to:
 - 1. Facility routing and termination points,
 - 2. Interface selection among those available on the system,
 - 3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.
- 8.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
 - 8.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
 - 8.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 8.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
 - 8.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
 - 8.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

- 8.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

8.4 **Tandem Switching**

8.4.1 **Definition**

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

8.4.2 **Technical Requirements**

- 8.4.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 8.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 8.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Utilicore and BellSouth;
 - 8.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

- 8.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Utilicore;
- 8.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 8.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 8.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 8.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and ALEC switches.
- 8.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different ALEC's (e.g., between a ALEC end office and the end office of another ALEC).
- 8.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 8.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Utilicore. Tandem Switching will provide recording of all billable events as jointly agreed to by Utilicore and BellSouth.
- 8.4.2.6 Upon a reasonable request from Utilicore, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Utilicore.
- 8.4.2.7 BellSouth shall maintain Utilicore's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 8.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 8.4.2.9 Tandem Switching shall route calls to BellSouth or Utilicore endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by Utilicore, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to

by Utilicore and BellSouth. Such plans shall meet Utilicore requirements for routing calls through the local network.

8.4.2.10 Tandem Switching shall process originating toll-free traffic received from Utilicore local switch.

8.4.2.11 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.

8.4.3 **Interface Requirements**

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

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

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

8.4.3.4 Tandem Switching shall interconnect with Utilicore's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Utilicore's request, Tandem Switching shall record and keep records of traffic for billing.

8.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Utilicore traffic overflowing from direct end office high usage trunk groups.

8.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Utilicore) each of the requirements for Tandem Switching set forth in the following technical references:

8.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

8.4.4.2 GR-905-CORE covering CCSNIS;

8.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

9. **Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

9.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer 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.

9.2 Operator Service

9.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer 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.

9.2.2 Requirements

9.2.2.1 When Utilicore requests BellSouth to provide Operator Services, the following requirements apply:

9.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

9.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

9.2.2.1.3 BellSouth shall complete calls that are billed to Utilicore customer's calling card that can be validated by BellSouth.

9.2.2.1.4 BellSouth shall complete person-to-person calls.

9.2.2.1.5 BellSouth shall complete collect calls.

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

9.2.2.1.7 BellSouth shall complete station-to-station calls.

9.2.2.1.8 BellSouth shall process emergency calls.

9.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

- 9.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 9.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 9.2.2.2 BellSouth shall adhere to equal access requirements, providing Utilicore local customers the same IXC access as provided to BellSouth customers.
- 9.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Utilicore that BellSouth provides for its own operator service.
- 9.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 9.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Utilicore.
- 9.2.2.6 BellSouth shall provide a feed of customer call records in "EMR" format to Utilicore in accordance with ODUF standards specified in Attachment 7.
- 9.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Utilicore, 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.
- 9.3 **Directory Assistance Service**
- 9.3.1 **Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 9.3.2 **Requirements**
- 9.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Utilicore's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Utilicore may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

9.3.2.2 Directory Assistance Service Updates

9.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

9.3.2.2.1.1 New customer connections: BellSouth will provide service to Utilicore that is equal to the service it provides to itself and its customers;

9.3.2.2.1.2 Customer disconnections: BellSouth will provide service to Utilicore that is equal to the service it provides to itself and its customers; and

9.3.2.2.1.3 Customer address changes: BellSouth will provide service to Utilicore that is equal to the service it provides to itself and its customers;

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

10. Signaling

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

10.1 Definition of Signaling Link Transport

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

10.2 Technical Requirements

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

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

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

10.2.2.2 As a "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 (ALECs)).

- 10.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 10.2.3.1 An A-link layer shall consist of two links.
 - 10.2.3.2 A B-link layer shall consist of four links.
- 10.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 10.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 10.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 10.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 10.2.5.1 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
 - 10.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.3 **Interface Requirements**

- 10.3.1 There shall be a DS1 (1.544 Mbps) interface at the Utilicore-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

11. **Signaling Transfer Points (STPs)**

- 11.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

11.2 **Technical Requirements**

- 11.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 11.2.1.1 BellSouth Local Switching or Tandem Switching;

- 11.2.1.2 BellSouth Service Control Points/DataBases;
- 11.2.1.3 Third-party local or tandem switching
- 11.2.1.4 Third-party-provided STPs.
- 11.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth 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.
- 11.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Utilicore 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 Utilicore local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 11.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
 - 11.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
 - 11.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
 - 11.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 11.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Utilicore or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If

BellSouth performs final GTT to a Utilicore database, then Utilicore agrees to provide BellSouth with the Destination Point Code for the Utilicore database.

11.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

11.2.6.1 MTP Routing Verification Test (MRVT) and

11.2.6.2 SCCP Routing Verification Test (SRVT).

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

11.2.8 STPs shall be on parity with BellSouth.

11.2.9 SS7 Advanced Intelligent Network (AIN) Access

11.2.9.1 When technically feasible and upon request by Utilicore, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Utilicore SS7 network to exchange TCAP queries and responses with an Utilicore SCP.

11.2.9.2 SS7 AIN Access shall provide Utilicore SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and Utilicore SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Utilicore SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

11.3 Interface Requirements

- 11.3.1 BellSouth shall provide the following STPs options to connect Utilicore or Utilicore-designated local switching systems or STPSs to BellSouth SS7 network:
 - 11.3.1.1 An A-link interface from Utilicore local switching systems; and,
 - 11.3.1.2 A B-link interface from Utilicore local STPSs.
- 11.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 11.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth 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 Utilicore local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Utilicore will work jointly to establish mutually acceptable SPOIs.
- 11.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and Utilicore will work jointly to establish mutually acceptable SPOIs.
- 11.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 11.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 11.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 11.3.6 **Message Screening**
 - 11.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Utilicore local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Utilicore switching system has a legitimate signaling relation.

- 11.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Utilicore local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Utilicore switching system has a legitimate signaling relation.
- 11.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Utilicore from any signaling point or network interconnected through BellSouth's SS7 network where the Utilicore SCP has a legitimate signaling relation.
- 11.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 11.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 11.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 11.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 11.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 11.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 11.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 11.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
 - 11.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12. **Service Control Points/DataBases**

12.1 **Definition**

12.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

12.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

12.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Utilicore in accordance with the following requirements.

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

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

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

12.2.4 **Database Availability**

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

12.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Utilicore customer records

stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

12.3 **Local Number Portability Database**

12.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

12.4 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

12.4.1 **Definition**

The Line Information Database (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. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

12.4.2 **Technical Requirements:**

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

12.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Utilicore to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-Utilicore dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

12.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Utilicore to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not,

and Utilicore dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

- 12.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Utilicore to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.
- 12.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for Utilicore's customer records in LIDB:
 - 12.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
 - 12.4.2.4.2 Calling Card Validation: If Utilicore chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for Utilicore customer data in the LIDB.
- 12.4.2.5 BellSouth shall process Utilicore's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Utilicore what additional functions (if any) are performed by LIDB in the BellSouth network.
- 12.4.2.6 Within two (2) weeks after a request by Utilicore, BellSouth shall provide Utilicore with a list of the customer data items which Utilicore would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 12.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 12.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 12.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 12.4.2.10 BellSouth shall provide Utilicore with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with Utilicore customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete)

NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with Utilicore customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to Utilicore. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

- 12.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 12.4.2.12 All additions, updates and deletions of Utilicore data to the LIDB shall be solely at the direction of Utilicore. Such direction from Utilicore will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 12.4.2.13 BellSouth shall provide priority updates to LIDB for Utilicore data upon Utilicore's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 12.4.2.14 BellSouth shall provide Utilicore with the capability to directly obtain, through an electronic interface, reports of all Utilicore data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of Utilicore data in LIDB.
- 12.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of Utilicore customer records will be missing from LIDB, as measured by Utilicore audits. BellSouth will audit Utilicore records in LIDB against DBAS to identify record mismatches and provide this data to a designated Utilicore contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Utilicore within one business day of audit. Once reconciled records are received back from Utilicore, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Utilicore to negotiate a time frame for the updates, not to exceed three business days.

- 12.4.2.16 BellSouth shall perform backup and recovery of all of Utilicore's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 12.4.2.17 BellSouth shall provide to Utilicore access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to Utilicore when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:
- Calling Card Queries
 - Billed Number Screening Queries
 - Calling Card Successful
 - Calling Card Denied
 - Calling Card CCAN Service Denied
 - Calling Card Pin Match Field
 - Calling Card Record Not Found
 - Billed Number Screening Successful
 - Billed Number Screening Not Found
 - Group Not Found
 - BNS/C Processing Indicator Not Enabled
 - Group Status/Nonparticipating
- As additional LIDB measurements and reports become available, such measurements and reports also will be provided to Utilicore.
- 12.4.2.18 BellSouth shall provide Utilicore with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between Utilicore and BellSouth.
- 12.4.2.19 BellSouth shall prevent any access to or use of Utilicore data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by Utilicore in writing.
- 12.4.2.20 BellSouth shall provide Utilicore performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Utilicore at least at parity with BellSouth Customer Data. BellSouth shall obtain from Utilicore the screening information associated with LIDB Data Screening of Utilicore data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening

capabilities. When such capability is available, BellSouth shall offer it to Utilicore under the Bona Fide Request process of Attachment 9.

- 12.4.2.21 BellSouth shall accept queries to LIDB associated with Utilicore customer records, and shall return responses in accordance with industry standards.
- 12.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 12.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 12.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

12.4.3 **Interface Requirements**

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

- 12.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 12.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 12.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

12.5 **Toll Free Number Database**

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:

12.5.1 **Technical Requirements**

- 12.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Utilicore to query with a toll-free number and originating information.
- 12.5.1.2 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.

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

12.5.1.3.1 Network Management;

12.5.1.3.2 Customer Sample Collection; and

12.5.1.3.3 Service Maintenance

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

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

12.6.1 **Technical Requirements**

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

12.6.1.2 The ALI/DMS database shall contain the following customer information:

12.6.1.2.1 Name;

12.6.1.2.2 Address;

12.6.1.2.3 Telephone number; and

12.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

12.6.1.3 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 Utilicore requests otherwise and shall be updated if Utilicore requests, provided Utilicore supplies BellSouth with the updates.

12.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

12.6.1.5 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.

12.6.2 **Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Utilicore customers shall meet industry standards.

12.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to Utilicore in order to allow Utilicore to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide Utilicore with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Utilicore and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and Utilicore telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

12.8 **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

12.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

12.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

12.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

12.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

- 12.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 12.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 12.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 12.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 12.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
 - 12.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Utilicore the capability that will allow Utilicore and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
 - 12.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Utilicore. Scheduling procedures shall provide Utilicore equivalent priority to these resources
 - 12.10.3 BellSouth SCP shall partition and protect Utilicore service logic and data from unauthorized access, execution or other types of compromise.
 - 12.10.4 When Utilicore selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Utilicore 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.
 - 12.10.5 When Utilicore selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Utilicore access will be provided via remote data connection (*e.g.*, dial-in, ISDN).
 - 12.10.6 When Utilicore selects SCE/SMS AIN Access, BellSouth shall allow Utilicore to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

13. **DARK FIBER**

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

- 13.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

13.2 **Requirements**

- 13.2.1 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. BellSouth shall offer all Dark Fiber to Utilicore pursuant to the prices set forth in Attachment 11 of this Agreement.
- 13.2.2 Utilicore may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 13.2.3 BellSouth shall use its best efforts to provide to Utilicore 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 Utilicore ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for Utilicore's use and may not allow any other party to use such media, including BellSouth.
- 13.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Utilicore within thirty (30) business days after it receives written confirmation from Utilicore that the Dark Fiber previously deemed available by BellSouth is wanted for use by Utilicore. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Utilicore to connect or splice Utilicore provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

14. **SS7 Network Interconnection**

14.1.1 **Definition**

SS7 Network Interconnection is the interconnection of Utilicore local Signaling Transfer Point Switches (STPS) and Utilicore local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Utilicore local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

14.1.2 Technical Requirements

14.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.1.2.1.1 BellSouth local or tandem switching systems;

14.1.2.1.2 BellSouth DBs; and

14.1.2.1.3 Other third-party local or tandem switching systems.

14.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Utilicore or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an Utilicore 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 Utilicore local STPSs and BellSouth or other third-party local switch.

14.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, 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).

14.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

14.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

14.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

14.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

- 14.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Utilicore local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Utilicore local STPSs, and shall not include SCCP Subsystem Management of the destination.
- 14.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 14.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 14.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 14.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
 - 14.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 14.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 14.1.3 **Interface Requirements**
 - 14.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Utilicore or Utilicore-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
 - 14.1.3.1.1 A-link interface from Utilicore local or tandem switching systems; and
 - 14.1.3.1.2 B-link interface from Utilicore STPSs.
 - 14.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth 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 links for interconnecting Utilicore local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Utilicore will work jointly to establish mutually acceptable SPOI.

- 14.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and Utilicore will work jointly to establish mutually acceptable SPOI.
- 14.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 14.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 14.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 14.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
 - 14.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14.1.3.5 BellSouth shall set message screening parameters to block accept messages from Utilicore local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Utilicore switching system has a legitimate signaling relation.
- 14.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 14.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 14.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

- 14.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 14.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 14.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 14.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 14.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 14.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 14.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 14.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 14.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15. **Basic 911 and E911**

If ALEC orders unbundled network elements, then ALEC 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 and at the rates set forth in Attachment 11.

15.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

15.2 Requirements

15.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Utilicore a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Utilicore will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Utilicore will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Utilicore will be required to discontinue the Basic 911 procedures and being using E911 procedures.

15.2.2 E911 Service Provisioning. For E911 service, Utilicore will be required to install a minimum of two dedicated trunks originating from the Utilicore 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. Utilicore will be required to provide BellSouth daily updates to the E911 database. Utilicore 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, Utilicore will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

15.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Utilicore beyond applicable charges for BellSouth trunking arrangements.

- 15.2.4 Basic 911 and E911 functions provided to Utilicore shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.
- 15.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Utilicore to follow in providing 911/E911 services.

Local Interconnection

BellSouth shall provide Utilicore interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

- 1.1 Local Traffic. Local Traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No party shall represent Exchange Access traffic nor ESP nor Information Service Provider traffic as Local Traffic.
- 1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:
 - 1.2.1 Line-side of local switch.
 - 1.2.2 Trunk-side of local switch.
 - 1.2.3 Trunk interconnection points for tandem switch.
 - 1.2.4 Central office cross-connect points.
 - 1.2.5 Out-of-band signal transfer points.
 - 1.2.6 Interconnection at applicable unbundled network element points is also available.
 - 1.2.7 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment 9.
- 1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, 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. Effective on the first of January, April, July and October of each year, BellSouth and Utilicore 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.

- 1.3.1 Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Utilicore shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU 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 by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate Utilicore traffic terminated by BellSouth over the same facilities, Utilicore 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 Utilicore. 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.
- 1.5 Unidentified local traffic. Whenever BellSouth delivers traffic to Utilicore for termination on the Utilicore's network, if BellSouth cannot determine because of the manner in which Utilicore 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 Service Tariff. BellSouth will make appropriate billing adjustments if Utilicore can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that Utilicore cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the Utilicore.
- 1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Utilicore's connection of its end user to a local end user of another ALEC where both ALECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment 11.

1.7 Mutual Provision of Access Service. When BellSouth and Utilicore provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and Utilicore networks shall occur as follows:

2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.

2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If Utilicore is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Utilicore as an interexchange carrier on a 10XXX basis, BellSouth will charge Utilicore the appropriate tariff charges for originating network access services. If BellSouth is serving as the Utilicore end user's presubscribed interexchange carrier or if the Utilicore end user uses BellSouth as an interexchange carrier on a

10XXX basis, the Utilicore will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

- 2.4 Additional Interconnection. To the extent Utilicore provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- 2.7 800 Access Screening. Should Utilicore require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Utilicore shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Utilicore will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

4. Trunk Groups

BellSouth and Utilicore shall establish trunk groups between interconnecting facilities. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth

engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a bona fide request via the Bona Fide Request Process set forth in Attachment 9.

5. Network Design and Management for Interconnection

- 5.1 Network Management and Changes. BellSouth will work cooperatively with Utilicore 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. BellSouth agrees 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.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to Utilicore 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 BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to Utilicore.
- 5.4 Network Management Controls. BellSouth will work cooperatively with Utilicore to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.
- 5.5 Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to Utilicore, 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 BellSouth will cooperate with Utilicore on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6 Forecasting Requirements.

5.6.1 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.

5.6.2 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. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to

provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5 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.

5.7 Call Information. BellSouth will provide Utilicore with 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 where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to Utilicore that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that Utilicore customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, Utilicore local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Reciprocal Compensation

- 8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and Utilicore's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11.
- 8.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon ALEC negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, ALEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of ALEC for which a valid contract or order has not been established.
- 8.3 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the reciprocal compensation arrangements of this Agreement.

BELLSOUTH PHYSICAL COLLOCATION

I. SCOPE OF AGREEMENT

A. BellSouth hereby grants to Utilicore a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Utilicore and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Utilicore's expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

B. Utilicore shall use the Collocation Space for the purposes of installing, maintaining and operating Utilicore's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Utilicore may place Utilicore-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of Utilicore-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Utilicore may connect to other interconnectors within the designated Central Office. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

C. Utilicore may not provide or make available space within the Collocation Space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

D. Utilicore agrees to pay the rates and charges identified at Exhibit A attached hereto.

E. A Collocation Space will be provided to Utilicore at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

II. TERM OF AGREEMENT

A. Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

B. Commencement Date. The "Commencement Date" shall be the first day after Utilicore's equipment becomes operational as described in Article II.B, following.

C. Occupancy. BellSouth will notify Utilicore that the Collocation Space is ready for occupancy. Utilicore must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice.

BellSouth may consent to an extension beyond 180 days upon a demonstration by Utilicore that circumstances beyond its reasonable control prevented Utilicore from completing installation by the prescribed date. If Utilicore fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Utilicore's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Utilicore with respect to said Collocation Space. Termination of Utilicore's rights to the Collocation Space pursuant to this paragraph shall not operate to release Utilicore from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, Utilicore's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

D. Termination. Utilicore may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Utilicore at its expense shall remove its equipment and other property from the Collocation Space. Utilicore shall have thirty (30) days from the termination date to complete such removal; provided, however, that Utilicore shall continue payment of monthly fees to BellSouth until such date as Utilicore has fully vacated the Collocation Space. Should Utilicore fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Utilicore at Utilicore's expense and with no liability for damage or injury to Utilicore's property unless caused by the negligence or intentional misconduct of BellSouth.

III. *USE OF COLLOCATION SPACE*

A. Nature of Use. BellSouth shall permit Utilicore to place, maintain and operate in the Collocation Space any equipment that Utilicore is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Utilicore to provide services which Utilicore has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. Utilicore may elect to enclose the Collocation Space. Utilicore shall not use the Collocation Space for marketing purposes. Utilicore shall place no signs or marking of any kind (except for a plaque or other identification affixed to Utilicore's equipment and reasonably necessary to identify Utilicore's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

B. Entrance Facilities. Utilicore may elect to place Utilicore-owned entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Utilicore will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. Utilicore will provide 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 Utilicore's equipment in the Collocation Space. Utilicore must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Utilicore is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

C. Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Utilicore's equipment and/or network and BellSouth's network. Each party will

be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Utilicore may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request.

D. Utilicore's Equipment and Facilities. Utilicore is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Utilicore in the Collocation Space. Without limitation of the foregoing provisions, Utilicore will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

E. 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 equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Utilicore when access to the Collocation Space is required. Utilicore may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Utilicore will not bear any of the expense associated with this work.

F. Access and Administration. Utilicore shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Utilicore to traverse restricted areas. All employees, agents and contractors of Utilicore having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Utilicore or certified vendor which contains a current photo, the individual's name and company name/logo. Utilicore agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, Utilicore shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.

G. Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; 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 Utilicore violate the provisions of this paragraph, BellSouth shall give written notice to Utilicore, which notice shall direct Utilicore to cure the violation within twenty-four (24) hours 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. If Utilicore fails to take curative action within 24 hours 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, 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 Utilicore's equipment. BellSouth will endeavor, but is not required, to provide notice to Utilicore prior to taking such action and shall have no liability to Utilicore for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

H. Personalty and its Removal. Subject to requirements of this Agreement, Utilicore may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by Utilicore 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 Utilicore at any time. Any damage caused to the Collocation Space by Utilicore's employees, agents or representatives during the removal of such property shall be promptly repaired by Utilicore at its expense.

I. Alterations. In no case shall Utilicore or any person acting on behalf of Utilicore make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Utilicore.

IV. ORDERING AND PREPARATION OF COLLOCATION SPACE

A. Application for Space. Utilicore shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Utilicore's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth will respond to Utilicore's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates. In the event BellSouth cannot provide the requested Collocation Space, BellSouth shall refund the Application Fee to Utilicore.

B. Bona Fide Firm Order. Utilicore shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Utilicore to complete the Application/Inquiry process described in Article IV.A preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Utilicore's Application/Inquiry. Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

C. Use of Certified Vendor. Utilicore shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Utilicore with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Utilicore's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Utilicore upon successful completion of installation. The Certified Vendor shall bill Utilicore directly for all work performed for Utilicore pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.

D. Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Utilicore shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide Utilicore with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Utilicore.

E. Basic Telephone Service. Upon request of Utilicore, 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.

F. Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Utilicore's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Utilicore divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise Utilicore of delays. Utilicore agrees BellSouth shall not be liable to Utilicore for delays in providing possession of the Collocation Space.

G. Space Enclosure. Upon request of Utilicore, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Utilicore may request enclosed floor space in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet. Utilicore may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Utilicore for activities associated with the space enclosure construction.

H. Cancellation. If Utilicore cancels its order for the Collocation Space(s), Utilicore will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Utilicore would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

V. *RATES AND CHARGES*

Utilicore shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

A. Non-recurring Fees. In addition to the Application Fee referenced in Article IV preceding, Utilicore shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Utilicore's receipt of a bill or invoice from BellSouth. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F preceding. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to Utilicore in the Application Response.

B. Floor Space. The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Utilicore's equipment. When the Collocation Space is enclosed by walls or other divider, Utilicore shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Utilicore shall pay floor space charges based upon the number of square feet contained in a shadow print of Utilicore's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Utilicore's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Utilicore first occupies the Collocation Space, whichever is sooner.

C. Power. Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Utilicore's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Utilicore's certified vendor. The Utilicore's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. 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 Utilicore's request to collocate in that central office ("Power Plant Construction"), Utilicore shall pay all costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify Utilicore 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. Utilicore shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. Utilicore 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. Utilicore has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Utilicore shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

D. Security Escort. A security escort will be required whenever Utilicore or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

VI. *INSURANCE*

A. Utilicore shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

B. Utilicore shall maintain the following specific coverages:

1. Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

2. Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

3. Utilicore may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

C. The limits set forth in Article VI.B above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Utilicore to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

D. All policies purchased by Utilicore shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all Utilicore's property has been removed from BellSouth's Central Office, whichever period is longer. If Utilicore fails to maintain required coverages, BellSouth may pay the premiums thereon and seek reimbursement of same from Utilicore.

E. Utilicore shall submit certificates of insurance reflecting the coverages required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Utilicore shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Utilicore's insurance company. Utilicore shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

F. Utilicore must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

G. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

VII. MECHANICS LIENS

If any mechanics lien or other liens shall be filed against property of BellSouth, 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 Utilicore or by reason of any changes, or additions to BellSouth property made at the request or under the direction of the Utilicore, Utilicore shall, within thirty (30) days after receipt of written notice from BellSouth either pay such lien or cause the same to be bonded off BellSouth's property in the manner provided by law. Utilicore shall also defend on behalf of BellSouth, at Utilicore's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Utilicore shall pay any damage and discharge any judgment entered thereon.

VIII. *INSPECTIONS*

BellSouth shall conduct an inspection of Utilicore's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Utilicore's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Utilicore adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Utilicore with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections.

IX. *SECURITY*

Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Utilicore will be permitted in the BellSouth Central Office. Utilicore 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 Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

X. *INDEMNITY / LIMITATION OF LIABILITY*

A. Utilicore shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of Utilicore, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. Utilicore shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by Utilicore, its agents or employees.

B. BellSouth shall not be liable to Utilicore for any interruption of Utilicore's service or for interference with the operation of Utilicore's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and Utilicore shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

XI. *DESTRUCTION OF COLLOCATION SPACE*

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 Utilicore's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, 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 the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Utilicore'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 Utilicore, 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. Where allowed and where practical in the sole judgment of BellSouth, Utilicore may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Utilicore shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Utilicore's permitted use, until such Collocation Space is fully repaired and restored and Utilicore's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

XII. *EMINENT DOMAIN*

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space 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 shall be taken under eminent domain, BellSouth and Utilicore shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

XIII. ASSIGNMENT

Utilicore acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Utilicore. Utilicore may not sublet its rights under this Agreement, nor shall it allow a third party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

XIV. NONEXCLUSIVITY

Utilicore understands that this Agreement 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.

XV. NO IMPLIED WAIVER

No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

EXHIBIT A
Page 1 of 3

Schedule of Rates and Charges

| <u>Rate Element Description</u> | | <u>Type of Charge</u> | <u>Charge</u> |
|---|--------|-------------------------------------|----------------------|
| Application Fee | | NRC (per Arrangement, per C.O.) | \$3,850.00 |
| Subsequent Application Fee (Note 1) | | NRC (per Arrangement, per C.O.) | \$1,600.00 |
| Space Preparation Fee (Note 2) | | NRC (per Arrangement, per C.O.) | ICB |
| Space Enclosure Construction Fee (Note 2) | | NRC (per 100 square feet) | \$4,500.00 |
| Additional Engineering Fee (Note 3) | | NRC | ICB |
| Cable Installation | | NRC (per entrance cable) | \$2,750.00 |
| Floor Space | Zone A | RC (per square foot) | \$7.50 |
| | Zone B | RC (per square foot) | \$6.75 |
| Power | | RC (per amp) | \$5.00 |
| Cable Support structure | | RC (per entrance cable) | \$13.35 |
| Cross-Connects | 2-wire | RC (per cross-connect) | \$0.30 |
| | 4-wire | RC (per cross-connect) | \$0.50 |
| | DS1 | RC (per cross-connect) | \$8.00 |
| | DS3 | RC (per cross-connect) | \$72.00 |
| | 2-wire | NRC (first cross-connect) | \$19.20 |
| | 4-wire | NRC (first cross-connect) | \$19.20 |
| | DS1 | NRC (first cross-connect) | \$155.00 |
| | DS3 | NRC (first cross-connect) | \$155.00 |
| | 2-wire | NRC (each additional cross-connect) | \$19.20 |
| | 4-wire | NRC (each additional cross-connect) | \$19.20 |
| | DS1 | NRC (each additional cross-connect) | \$27.00 |
| | DS3 | NRC (each additional cross-connect) | \$27.00 |
| | 2-wire | RC (per cross-connect) | \$0.40 |
| | 4-wire | RC (per cross-connect) | \$1.20 |
| | DS1 | RC (per cross-connect) | \$1.20 |
| | DS3 | RC (per cross-connect) | \$8.00 |
| POT Bay | | | |
| Additional Security Access Cards | | NRC-ICB (each) | \$10.00 |

EXHIBIT A
Page 2 of 3

Schedule of Rates and Charges (cont.)

| <u>Rate Element Description</u> | <u>Type of Charge</u> | <u>Charge</u> |
|-----------------------------------|---------------------------------|---------------|
| Direct Connection (Note 4) | | |
| (1) Fiber Arrangement | RC (per cable, per linear foot) | \$0.06 |
| -with Initial Application | NRC (per Arrangement) | n/a |
| -Subsequent to Application | NRC (per Arrangement) | \$246.00 |
| (2) Copper or Coaxial Arrangement | RC (per cable, per linear foot) | \$0.03 |
| -with Initial Application | NRC (per Arrangement) | n/a |
| -Subsequent to Application | NRC (per Arrangement) | \$246.00 |
| Security Escort | | |
| Basic - first half hour | NRC-ICB | \$41.00 |
| Overtime - first half hour | NRC-ICB | \$48.00 |
| Premium - first half hour | NRC-ICB | \$55.00 |
| Basic - additional half hour | NRC-ICB | \$25.00 |
| Overtime - additional half hour | NRC-ICB | \$30.00 |
| Premium - additional half hour | NRC-ICB | \$35.00 |

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

EXHIBIT A
Page 3 of 3

Schedule of Rates and Charges (cont.)

Notes (cont.)

- (2) (cont.)
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 100 square-foot increments, with a minimum space enclosure size of 100 square feet. Utilicore may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Utilicore for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Collocation Agreement, Utilicore may connect to other interconnectors within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Utilicore must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Utilicore. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

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State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that Utilicore, whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. Utilicore will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. If BellSouth transfers a block of NXX numbers to Utilicore, Utilicore will be responsible for the update to the RDBS/BRIDS Bellcore database. At Utilicore's request, BellSouth will update the database for a fee at an hourly rate.

2. Permanent Solution

The FCC, the Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability, Interim Service Provider Number Portability may be available only until such permanent solution is implemented.

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, 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 ALEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Utilicore. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a

dedicated facility to the Utilicore switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

4. **SPNP Implementation**

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

- 4.1 SPNP is available only where a ALEC 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 ALEC 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 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the ALEC 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, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.
- 4.3 SPNP-DID service, as contemplated by this Statement, 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. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies

for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the ALEC 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 company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ALEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

- 4.5 Each company 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 company 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 company 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 company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

- 4.6 Each company 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 company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.
- 4.8 Neither company 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 company for such calls. Neither company 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 company obsolete or renders necessary modification of the other company's equipment.
- 4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company 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 company to bill the IXC directly for terminating access to ported numbers,

then the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

- 4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. Rates

Rates for service provider number portability are set out in Attachment 11.

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Utilicore that are equal to the ordering and provisioning services BellSouth provides to itself or any other ALEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Saturday - 8:00AM - 5:00PM (excluding holidays)

Utilicore requests for provisioning and installation services outside of the normal hours of operation may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide Utilicore access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. Utilicore agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Utilicore will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth

provides and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Utilicore to report and monitor service troubles and obtain repair services. BellSouth shall offer Utilicore service trouble reporting in a non-discriminatory manner that provides Utilicore the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Utilicore an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Utilicore access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the ALEC requests BellSouth to repair a trouble after normal working hours, the ALEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of Utilicore to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to meet regulatory and standard requirements and to improve operations. Utilicore will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support Utilicore on old releases for 60 days after the date of the release. If Utilicore is unable or does not want to migrate within that time frame, Utilicore will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to Utilicore within sufficient notice to allow Utilicore to make the necessary changes to their systems and operations and allow Utilicore to migrate with BellSouth.
- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services.
3. **Miscellaneous Ordering and Provisioning Guidelines**
- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Utilicore will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Utilicore wishes to reinstate an order, Utilicore may be required to submit a new service order.

- 3.2 Single Point of Contact. Utilicore will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by Utilicore to provide services to its end users, except that BellSouth may accept an order directly from another ALEC, or BellSouth, acting with authorization of the affected end user. Utilicore and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders; provided, however, that such processes shall comply with applicable state and federal law, including until superseded the FCC guidelines applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by Utilicore to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Utilicore that such an order has been processed, but will not be required to notify Utilicore in advance of such processing.
- 3.3 Use of Facilities. When a customer of the LEC elects to discontinue service from the LEC and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Utilicore by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer under the following conditions:
- 3.3.1 BellSouth has received a new order from the customer or the customer's new local exchange carrier for a retail service or resale service or for an unbundled network element which the customer or the customer's new local exchange carrier has indicated that the order constitutes a transfer of service from the LEC to another provider (i.e., the order is not for a new line or an additional line).
- 3.3.2 The order for retail service, resale service, unbundled loop and/or port can be for either exchange service or private line.
- 3.3.3 Upon receipt of a transfer of service order from a customer or the customer's new local exchange carrier, BellSouth will do the following:
- 3.3.3.1 Process disconnect and reconnect orders to transfer the service which shall be due dated using current interval guidelines.
- 3.3.3.2 Reuse the serving facility for the retail or resale service, unbundled Network Element for the same customer at the same location.
- 3.3.3.3 Notify Utilicore subsequent to the disconnect order being completed.

- 3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 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.

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

- 1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Utilicore requests.
- 1.2 Master Account. For resold services, when the initial service is ordered by Utilicore, BellSouth will establish an accounts receivable master account for Utilicore.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of Utilicore. Utilicore shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Utilicore from Utilicore's customer. BellSouth will not become involved in billing disputes that may arise between Utilicore and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.
- 1.5 Tax Exemption. Upon proof of tax exempt certification from Utilicore, the total amount billed to Utilicore will not include any taxes due from the end user. Utilicore will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- 1.6 Miscellaneous. As the customer of record for resold services, Utilicore will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and

Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

- 1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.
- 1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Utilicore.
- 1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Utilicore end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service to Utilicore. The procedures for discontinuing service to Utilicore are as follows:
 - 1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Utilicore of the rules and regulations contained in BellSouth's tariffs.
 - 1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Utilicore that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and Utilicore's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
 - 1.10.3 If payment of the account is not received or satisfactory arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

- 1.10.4 If Utilicore fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by Utilicore to receive notices of noncompliance, discontinue the provision of existing services to Utilicore at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Utilicore's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Utilicore without further notice.
- 1.10.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Utilicore's services will be discontinued. Upon discontinuance of service on Utilicore's account, service to the Utilicore's end users will be denied. BellSouth will reestablish service at the request of the end user or Utilicore for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Utilicore is solely responsible for notifying the end user of the proposed service disconnection.
- 1.10.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
- 1.11 Deposit Policy. When purchasing services from BellSouth, Utilicore may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security.

2. Billing and Billing Accuracy Certification

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

2.2 As part of the billing quality assurance program, BellSouth and Utilicore will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Utilicore with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, ALEC will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

3 Billing Discrepancies

3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

4 RAO Hosting

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

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

4.3 Applicable compensation amounts will be billed by BellSouth to Utilicore on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 Utilicore must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS

interfacing host, require written notification from Utilicore to BellSouth at least six (6) 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 BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Utilicore and will coordinate all associated conversion activities.

- 4.5 BellSouth will receive messages from Utilicore that are to be processed by BellSouth, another LEC or ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from Utilicore.
- 4.7 All data received from Utilicore that is to be processed or billed by another LEC or ALEC within the BellSouth region will be distributed to that LEC or ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or ALEC.
- 4.8 All data received from Utilicore 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 BellCore).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Utilicore and will forward them to Utilicore on a daily basis.
- 4.10 Transmission of message data between BellSouth and Utilicore will be via electronic data transmission.
- 4.11 All messages and related data exchanged between BellSouth and Utilicore will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 4.12 Utilicore will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for Utilicore to send data to BellSouth more than sixty (60) days past the message date(s), Utilicore 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 Utilicore to notify all affected Parties.

- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Utilicore) identified and agreed to, the company responsible for creating the data (BellSouth or Utilicore) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from Utilicore, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Utilicore of the error condition. Utilicore 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, Utilicore will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Utilicore with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for Utilicore are as set forth in Attachment 11 of this Agreement.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 11 of this Agreement.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Utilicore for the purpose of data transmission. Where a dedicated

line is required, Utilicore will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Utilicore 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 Utilicore. Additionally, all message toll charges associated with the use of the dial circuit by Utilicore will be the responsibility of Utilicore. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

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

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Utilicore 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 Utilicore and the involved company(ies).

4.19.2 Both traffic that originates outside the BellSouth region by Utilicore and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Utilicore, is covered by this Agreement.

4.19.3 Once Utilicore is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should Utilicore operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and Utilicore agree to negotiate an alternate form of settlement for these revenues.

4.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.

4.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign,

on behalf of Utilicore. BellSouth will distribute copies of these reports to Utilicore on a monthly basis.

- 4.19.6 BellSouth will collect the revenue earned by Utilicore from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Utilicore. BellSouth will remit the revenue billed by Utilicore to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Utilicore. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Utilicore via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Utilicore agree that monthly netted amounts of less than ten dollars (\$10.00) will not be settled.

5. Optional Daily Usage File

- 5.1 Upon request from Utilicore, BellSouth will provide the Optional Daily Usage File (ODUF) service to Utilicore pursuant to the rates, terms and conditions set forth in this section.
- 5.2 The Utilicore shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an Utilicore customer. The Optional Daily Usage Feed also includes operator handled calls originating from Utilicore subscriber lines and purchasing Operator Services from BellSouth.
- Charges for delivery of the Optional Daily Usage File will appear on the Utilicores' monthly bills. The charges are as set forth in Attachment 11 of this Agreement.
- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.
- 5.5 Messages that error in the billing system of the Utilicore will be the responsibility of the Utilicore. If, however, the Utilicore should encounter significant volumes of errored messages that prevent processing by the Utilicore within its systems, BellSouth will work with the Utilicore to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 USAGE TO BE TRANSMITTED

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the Utilicore:

- 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

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to the ALEC.

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

5.6.2 PHYSICAL FILE CHARACTERISTICS

5.6.2.1 The Optional Daily Usage File will be distributed to Utilicore 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 EMR 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 one dataset per workday.

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

5.6.3 PACKING SPECIFICATIONS

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

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

The data will be packed using Bellcore EMR records.

5.6.4 PACK REJECTION

5.6.4.1 Utilicore 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 Bellcore EMR Error Codes will be used. Utilicore will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Utilicore by BellSouth.

5.6.5 CONTROL DATA

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

5.6.6 TESTING

- 5.6.6.1 BellSouth shall send test files to ALECs 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 Utilicore set up a production (LIVE) file. The live test may consist of the ALEC's employees making test calls for the types of services the ALEC wants to see on the Optional Daily Usage File. These test calls are logged by the ALEC, and the logs are provided to BellSouth. These logs will be used to verify the files.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

BellSouth agrees to provide Utilicore, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when Utilicore makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet Utilicore's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 1.1 A Bona Fide Request shall be submitted in writing by Utilicore and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Utilicore's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to Utilicore's Account Executive.

PERFORMANCE MEASUREMENT

BellSouth agrees to provide to Utilicore Performance Measurements upon request during negotiations.

ALABAMA

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Alabama Public Service Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Alabama, subject to the Commission's decision in Docket No. 25677.

| | |
|---------------------|-----|
| Residential Service | 17% |
| Business Service: | 17% |

3. Unbundled Network Elements

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Local Number Portability

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces.

9. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies.

TABLE 1

BELLSOUTH / ALEC INTERIM RATES - ALABAMA
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

| | |
|--|----------|
| NETWORK INTERFACE DEVICE (NID), per month | \$0.63 |
| NONRECURRING CHARGE - customer transfer, | |
| feature additions, changes | \$5.00 |
| UNBUNDLED EXCHANGE ACCESS LOOP (1) (4) | |
| - 2 Wire Analog Voice Grade Loop | \$18.00 |
| NRC | \$55.20 |
| - 4 Wire Analog Voice Grade Loop | \$28.80 |
| NRC | \$55.20 |
| - 2 Wire ISDN Digital Grade Loop | \$28.80 |
| NRC | \$55.20 |
| - 2 Wire ADSL/HDSL Loop | \$28.80 |
| NRC | \$55.20 |
| - 4 Wire HDSL Loop | \$28.80 |
| NRC | \$55.20 |
| - 4 Wire DS1 Digital Grade Loop | \$64.19 |
| NRC First | \$675.00 |
| NRC Add'l | \$315.00 |
| LOOP CHANNELIZATION SYSTEM (DS1 to VG) (Inside C.O.) | |
| - Per system (DS1 to VG), Per Month | \$400.00 |
| NRC | \$525.00 |
| - Voice Interface - Per Circuit, Per Month | \$1.15 |
| NRC | \$8.00 |
| COLLOCATION - VIRTUAL (2) | |
| UNBUNDLED LOCAL USAGE, per mou (3) | |
| End Office Switching, per mou | \$0.0017 |
| Tandem Switching, per mou | \$0.0015 |
| Note(s): | |
| 1. Loop rate includes the NID rate. | |
| 2. The Commission did not order rates for Virtual Collocation. The rates displayed reflect BellSouth's proposed interim rates as set forth in FCC No. 1, Section 20. | |
| UNBUNDLED EXCHANGE PORTS, per month (4) | |
| - 2 Wire Analog Port, per month | \$2.50 |
| NRC First | \$50.00 |
| NRC Add'l | \$18.00 |
| - 4 Wire Analog Port (Coin) | \$4.00 |
| NRC First | \$50.00 |
| NRC Add'l | \$18.00 |
| - 2 Wire DID Port | \$12.08 |
| NRC First | \$50.00 |
| NRC Add'l | \$18.00 |
| - 4 Wire DID Port | \$130.23 |
| NRC First | \$50.00 |

| | |
|---|------------|
| NRC Add'l | \$18.00 |
| - 2 Wire ISDN Digital Port (1) (2) | \$11.91 |
| (1) 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. | |
| (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | |
| NRC First | \$150.00 |
| NRC Add'l | \$120.00 |
| - 4 Wire ISDN DS1 Port | \$308.00 |
| NRC First | \$230.00 |
| NRC Add'l | \$200.00 |
| - 2 Wire Analog Hunting, Per Line Per Month | \$0.25 |
| NRC | \$3.00 |
| OPERATOR CALL PROCESSING ACCESS SERVICE | |
| - Operator Provided Call Handling, using BST LIDB, per mou | \$1.36 |
| - Operator Provided Call Handling, using foreign LIDB, per mou | \$1.38 |
| - Call Completion Access Termination Charge per call attempt | \$0.08 |
| - Automated Call Handling, using BST LIDB, per attempt | \$0.07 |
| - Automated Call Handling, using foreign LIDB, per attempt | \$0.09 |
| DA Access Service Call, per call | \$0.25 |
| DA Call Completion Access Service, per attempt | \$0.25 |
| Number Services Intercept, per query | \$0.25 |
| DIRECTORY ASSISTANCE (DA) ACCESS SERVICE | |
| DA Database Service | |
| - Use Fee, per listing | \$0.035 |
| - Monthly recurring charge | \$150.00 |
| Direct Access to DA Service | |
| - DADAS Database Query Charge, per Query | \$0.023 |
| - DADAS Database Service Charge, per month | \$5,000.00 |
| - DADAS Service Establishment Charge | \$1,000.00 |
| DA Transport | |
| - Sw. Local Channel - DS1 Level, per month | \$133.81 |
| NRC First | \$866.87 |
| NRC Add'l | \$486.83 |
| - Sw. Dedicated Transport - DS1 level, Per Mile Per Month | \$23.00 |
| - Facilities Termination, per month | \$90.00 |
| NRC | \$100.49 |
| - Switched Common Transport, per DA Acc. Svc. Call | \$0.0003 |
| - Switched Common Transport, per DA Svc. Call Mile | \$0.00004 |
| - Access Tandem Switching, per DA Acc. Svc. Call | \$0.00055 |
| - DA Interconnection, per DA Acc. Svc. Call | \$0.00269 |
| - Installation, trunk side svc., per trunk or signaling connection | |
| NRC First | \$915.00 |
| NRC Add'l | \$100.00 |

| | |
|---|------------|
| | |
| UNBUNDLED EXCHANGE ACCESS IOC | |
| 0-8 Miles, Fixed Per Month | \$30.00 |
| Per Mile Per Month | \$2.05 |
| 9-25 Miles, Fixed Per Month | \$30.00 |
| Per Mile Per Month | \$2.00 |
| Over 25 Miles, Fixed Per Month | \$30.00 |
| Per Mile Per Month | \$1.95 |
| Nonrecurring Charge | \$97.00 |
| DEDICATED TRANSPORT | |
| - DS1 per Facility Termination Per Month | \$90.00 |
| NRC | \$100.49 |
| - DS1 per Mile Per Month | \$23.00 |
| - DS0 equivalent per terminal Per Month | \$38.37 |
| NRC | \$25.00 |
| - DS0 equivalent per Mile Per Month | \$1.90 |
| SHARED TRANSPORT | |
| Per Mile per mou | \$0.00004 |
| Facilities Termination per mou | \$0.00036 |
| CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1) | |
| End Office Switching, per mou | \$0.0017 |
| Tandem Switching, per mou | \$0.0015 |
| Common Transport per mile per mou | \$0.00004 |
| Common Transport Facility Termination, per mou | \$0.00036 |
| Intermediary Tandem, per mou (2) | \$0.0015 |
| Note(s): | |
| <p>1. The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.004 and composite Tandem Interconnection rate of \$0.005 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.</p> <p>2. The Intermediary Charge applies only to intermediary traffic and is applied in addition to applicable interconnection charges.</p> | |
| UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE | |
| CCS7 Signaling Connection per Link per Month | \$155.00 |
| NRC | \$510.00 |
| CCS7 Signaling Termination per Port per Month | \$355.00 |
| CCS7 Signaling Usage per ISUP Message per month | \$0.000023 |
| CCS7 Signaling Usage per TCAP Message per month | \$0.000050 |
| CCS7 Signaling Usage Surrogate per Link per Month (This charge is only applicable where signaling usage measurement or billing capability does not exist.) | \$395.00 |
| | |
| SERVICE CONTROL POINTS | |
| Line Information Database Access Service (LIDB) | |
| Validation (FCC No. 1, Sec. 19) | |
| - LIDB Common Transport, per query | \$0.00030 |
| - LIDB Validation, per query | \$0.038 |

| | |
|--|------------------|
| - Orig. Point Code Establishment or Change, per estab. or change | \$91.00 |
| 800 Access Ten Digit Screening Service | |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening | |
| Svc. w/800 Number Delivery, per query | \$0.0036 |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening | |
| Svc. w/800 Number Delivery, for 800 Numbers, | |
| w/ Optional Complex Features, per query | \$0.00431 |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening | |
| Svc. w/POTS Number Delivery, per query | \$0.00431 |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening | |
| Svc. w/POTS Number Delivery, w/Optional Complex | |
| Features, per query | \$0.00431 |
| - Reservation Charge per 800 Number reserved | |
| NRC First | \$31.50 |
| NRC Add'l | \$0.50 |
| - Establishment Charge per 800 number established w/800 No. Delivery | |
| NRC First | \$69.90 |
| NRC Add'l | \$1.50 |
| - Est. Charge per 800 number est. w/POTS Number Delivery | |
| NRC First | \$69.90 |
| NRC Add'l | \$1.50 |
| - Change Charge per request | |
| NRC First | \$48.50 |
| NRC Add'l | \$0.50 |
| - Customized Area of Service Per 800 Number | |
| NRC First | \$3.00 |
| NRC Add'l | \$1.50 |
| - Multiple InterLATA Carrier Routing per carrier requested, per 800 number | |
| NRC First | \$3.50 |
| NRC Add'l | \$2.00 |
| - Call Handling and Destination Features per 800 number | \$3.00 |
| AIN per signaling message | \$0.0006 |
| Calling Name (CNAM) Query Service - DataBase Owner(1) | |
| - per query | \$0.016 |
| AIN RELATED SERVICES with mediation (2) | To be negotiated |
| DARK FIBER | |
| - Per each four-fiber dry fiber arrangement | \$1,000.00 |
| - Per each fiber strand per route mile or fraction thereof, per month | \$241.00 |
| SELECTIVE ROUTING | |
| - Per Line or PBX Trunk, each | \$3.90 |
| - NRC | \$10.00 |
| Note(s): 1. The Commission did not order a rate for this service. The rate reflected here is BellSouth's proposed rate. 2. AIN related services are currently under development. The method for recovery of cost appropriately incurred during the design, | |

| | |
|---|--|
| development, testing and implementation of AIN mediation mechanisms remains an issue to be resolved. However, BellSouth is at least entitled to recover portions of the costs incurred in the design, development, testing and implementation of such mediation mechanisms. | |
|---|--|

TABLE 2

NUMBER PORTABILITY
(Interim, Subject to true-up)

Remote Call Forwarding (RCF)

| | |
|---|---------|
| -Business line, per number ported, 10 paths | \$1.50 |
| -Residence Line, per number ported, 6 paths | \$1.25 |
| -Additional capacity for simultaneous call forwarding, per additional path | \$.50 |
| -Rate per order, per end-user location | \$25.00 |

TABLE 3

RECORDED USAGE DATA
(Interim Rates subject to True-up)

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$.008 |
| Message Distribution, per message | \$.004 |
| Data Transmission, per message | \$.001 |
| Magnetic Tape Distribution per file | \$54.95 |

FLORIDA

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

| | |
|---------------------|--------|
| Residential Service | 21.83% |
| Business Service: | 16.81% |

3. Unbundled Network Elements

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that ALEC does not need when two or more Network Elements are combined in a single order. BellSouth and ALEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by ALEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by ALEC when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

4. Compensation For Call and Transport Termination

The prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

9. **True-Up**

Rates which are not indicated as "interim" are permanent rates. Rates indicated as "interim" are interim and are subject to true-up.

TABLE 1

BELLSOUTH/ALEC RATES - FLORIDA

UNBUNDLED NETWORK ELEMENTS

| | |
|---|------------------------|
| Network Interface Device, Per Month | \$0.76 (interim rate) |
| Loops, including NID | |
| 2 wire, per month | \$ 17.00 |
| NRC First | \$140.00 |
| NRC Add'l | \$ 42.00 |
| 4 wire, per month | \$ 30.00 |
| NRC First | \$141.00 |
| NRC Add'l | \$ 43.00 |
| 2 wire ISDN, per month | \$ 40.00 |
| NRC First | \$306.00 |
| NRC Add'l | \$283.00 |
| DS1, per month | \$ 80.00 |
| NRC First | \$540.00 |
| NRC Add'l | \$465.00 |
| Unbundled Loop Channelization System (DS1 to VG) | |
| Per system, per month | \$480.00 |
| NRC, First | \$350.00 |
| NRC, Add'l | \$ 90.00 |
| Per voice interface, per month | \$ 1.50 |
| NRC, First | \$ 5.75 |
| NRC, Add'l | \$ 5.50 |
| Loop Distribution, per month | \$ 7.00 (interim rate) |
| Loop Distribution, NRC | BFR |
| End Office Switching | |

| | |
|--|------------------------|
| Ports | |
| 2 wire | \$ 2.00 |
| NRC First | \$38.00 |
| NRC Add'l | \$15.00 |
| 4 wire | \$10.00 (interim rate) |
| NRC First | \$38.00 (interim rate) |
| NRC Add'l | \$15.00 (interim rate) |
| 2 wire ISDN (1) (2) (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | \$13.00 |
| NRC First | \$88.00 |
| NRC Add'l | \$66.00 |
| 2 wire DID | TBD |
| NRC First | TBD |
| NRC Add'l | TBD |
| 4 wire ISDN | TBD |
| NRC First | TBD |
| NRC Add'l | TBD |
| 4 wire DS1 | \$125.00 |
| NRC First | \$112.00 |
| NRC Add'l | \$ 91.00 |
| Usage | |
| Initial Minute | \$0.0175 |
| Additional Minutes | \$0.005 |

| | |
|---|-------------------------|
| Features, functions, capabilities | No additional charge |
| Operator Systems | |
| Operator Call Handling-Station & Person | \$1.00 per minute |
| Automated Call Handling | \$0.10 per call attempt |
| Directory Assistance | \$0.25 per call |
| DA Call Completion | \$0.03 per call attempt |
| Intercept | \$0.01 per call |
| Busy Line Verification | \$0.80 per call |
| Emergency Interrupt | \$1.00 per call |
| | |
| Directory Assistance | |
| DA Database | |
| per listing | \$0.001 |
| monthly | \$100.00 |
| Direct access to DA service | |
| per query | \$0.01 |
| monthly | \$5,000.00 |
| NRC, service establish charge | \$820.00 |
| DA transport | |
| switched local channel | \$133.81 (interim rate) |
| NRC, first | \$866.97 (interim rate) |
| NRC, add'l | \$486.83 (interim rate) |
| switched dedicated DS1 level | |
| per mile | \$16.75 (interim rate) |
| per facility termination | \$59.75 (interim rate) |
| NRC | \$100.49 (interim rate) |
| switched common | |

| | |
|--|----------------------------|
| per DA call | \$0.0003 |
| per DA call per mile | \$0.00001 |
| tandem switching | |
| per DA call | \$0.00055 |
| Dedicated Transport | |
| DS1, facility termination | \$ 59.75 |
| DS1, per mile | \$ 1.60 |
| NRC | \$100.49 (interim rate) |
| | |
| Shared Transport | |
| Facility termination, per MOU | \$0.0005 |
| Per mile, per MOU | \$0.000012 |
| | |
| Tandem Switching | \$0.00029 per minute |
| | |
| CCS7 Signaling Links | |
| CCS7 Signaling Connection per link per month | \$5.00 per link, per month |
| non-recurring | \$400.00 |
| CCS7 Signaling Termination per port per month | \$113.00 |
| | |
| CCS7 Signal Transfer Points | |
| CCS7 Signaling Usage per ISUP Message per month | \$0.00001 per message |
| CCS7 Signaling Usage per TCAP Message per month | \$0.00004 per message |
| CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage measurement or billing capability does not exist.) | \$64.00 per month |

| | |
|--|--------------------------|
| | |
| Service Control Points | |
| LIDB (1) | TBD |
| Toll Free Database (1) | TBD |
| | |
| AIN, per message | \$0.00004 (interim rate) |
| AIN, Service Creation Tools (1) | TBD |
| AIN, Mediation (1) | TBD |
| (1) BellSouth and ALEC 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. | |
| Call Transport and Termination (2) | |
| (2) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |

TABLE 2

LOCAL NUMBER PORTABILITY

ALEC and BellSouth shall pay its own costs in the provision of interim number portability. ALEC and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

TABLE 3

RECORDED USAGE DATA

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$.008 |
| Message Distribution, per message | \$.004 |
| Data Transmission, per message | \$.001 |
| Magnetic tape distribution per file | \$54.95 |

GEORGIA

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Georgia Public Service Commission.

2. Local Service Resale

The prices that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Georgia:

| | |
|---------------------|--------|
| Residential Service | 20.30% |
| Business Service: | 17.30% |

The prices that ALEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. Unbundled Network Elements

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

Interim prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory

authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

As stated in the Georgia Public Service Commission's Supplemental Order issued in Docket No. 6352-U, all costs incurred by BellSouth to implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, the Georgia Public Service Commission shall initiate a separate hearing to address the matter upon filing of a petition by an affected party.

9. **Interim Pricing**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim price shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and ALEC is entitled to be a full party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.
4. ALEC shall retain its ability under Section 252(l) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

TABLE 1

BELLSOUTH/ALEC INTERIM RATES - GEORGIA

UNBUNDLED NETWORK ELEMENTS

(all rates are subject to true-up)

| | | |
|---|----------|-------|
| Network Interface Device, Per Month | \$0.53 | |
| Loops, including NID, Per Month | | |
| 2 wire analog voice grade loop | \$14.22 | |
| NRC | \$25.80 | |
| 4 wire analog voice grade loop | \$22.75 | |
| NRC | \$25.80 | |
| 2 wire ADSL/ISDN | \$17.00 | |
| NRC | \$25.80 | |
| 4 wire HDSL | \$27.20 | |
| NRC | \$25.80 | |
| 2 wire ISDN Digital | \$27.20 | |
| NRC | \$25.80 | |
| 4 wire DS1 Digital grade loop | \$117.00 | |
| NRC | \$665.00 | First |
| | \$315.00 | Add'l |
| Loop Distribution (including NID), per month | \$8.87 | |
| Loop Distribution, NRC | BFR | |
| Local Switching, Per Month | | |
| 2 wire analog port | \$1.13 | |
| NRC | \$50.00 | First |
| | \$18.00 | Add'l |
| 4 wire analog port (Coin) | \$1.13 | |
| NRC | \$50.00 | First |
| | \$18.00 | Add'l |
| 2 wire DID port | \$12.68 | |
| NRC | \$50.00 | First |
| | \$18.00 | Add'l |
| 4 wire DID port | \$120.00 | |
| NRC | \$230.00 | First |
| | \$200.00 | Add'l |
| 2 wire ISDN port (1) (2) (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | \$13.50 | |
| NRC | \$150.00 | First |
| | \$120.00 | Add'l |
| 4 wire ISDN port | \$308.00 | |
| NRC | \$230.00 | First |
| | \$200.00 | Add'l |
| Rotary Service (hunting) | \$0.20 | |
| NRC | \$3.00 | First |
| | \$3.00 | Add'l |
| Local Switching | | |
| End Office Switching, per Minute of use | \$0.0016 | |

| | |
|---|--------------------------------|
| Tandem Switching, per minute of use | \$0.0017 |
| Local Transport | |
| Dedicated Transport - DS1 Level - per mile per month | \$1.60 |
| DS1 - Facility Termination, per month | \$59.75 |
| DS1 - Facility Termination, NRC | \$100.49 |
| Dedicated Transport - DS0 Level - per mile per month | \$.10 |
| DS0 - Facility Termination, per month | \$2.75 |
| DS0 - Facility Termination, NRC | \$24.01 |
| Shared Transport - per mile per mou | \$.000012 |
| Facility Termination, per mou | \$0.00036 |
| CCS7 Signaling | |
| CCS7 Signaling Connection per link per month | |
| A link | \$19.97 per link |
| B link | \$25.25 per link |
| Signal Transfer Points | |
| CCS7 Signaling Usage per ISUP Message per month | \$0.00005 per message |
| CCS7 Signaling Usage per TCAP Message per month | \$0.00005 per message |
| CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage measurement or billing capability does not exist.) | \$395.00 |
| Signal Control Points | |
| AIN | Interim Rates to be Negotiated |
| LIDB | \$0.00075 per message |
| Originating point code establishment or change, per establishment or change | \$91.00 |
| 800/888 Access Ten Digit Screening Service | |
| Per 800 call utilizing access ten digit screening service w/800 number delivery | \$0.00075 per message |
| Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features | \$0.00075 per message |
| Per 800 call utilizing access ten digit screening service with POTS number delivery | \$0.00075 per message |
| Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features | \$0.00075 per message |
| NRC Reservation charge, per 800 number reserved | First \$27.50 Add'l. \$.50 |
| NRC Establishment charge, per 800 number established with 800 Number Delivery | First \$63.00 Add'l. \$2.00 |
| NRC Establishment charge, per 800 number established with POTS number delivery | First \$63.00 Add'l. \$2.00 |
| NRC Change charge, per request | First \$42.00 Add'l. \$.50 |
| NRC customized area of service, per 800 number | First \$3.00 Add'l. \$1.50 |
| NRC multiple interLATA carrier routing, per carrier requested, per 800 number | First \$3.50 Add'l. \$2.00 |
| NRC call handling and destination features, per 800 number | \$3.00 |
| Operator Systems | |
| Operator Provided Call Handling | \$0.30 per call |
| Fully Automated Call Handling | \$0.07 per attempt |
| Directory Assistance | |
| Directory Assistance | \$0.20 per call |
| DA Call Completion | \$0.05 per attempt |
| Number Services Intercept | \$0.04 per query |

| | |
|--|----------------------------------|
| DA -switched local channel DS1 level, per local channel | \$133.81 |
| NRC First | \$866.97 |
| NRC Add'l | \$486.83 |
| DA-Switched dedicated transport - DS1 level, per mile | \$23.50 |
| NRC | \$100.49 |
| DA-switched common transport, per DA Acc. Svc Call | \$0.00036 |
| DA-switched common transport, per DA acc svc call mi. | \$0.00004 |
| DA - access tandem switching, per DA access svc call | \$0.00055 |
| DA - interconnection, per DA access service call | \$0.00269 |
| Installation, per DA access service call | \$915.00 First \$100.00 Add'l |
| DA database service - use fee, per DAD customer's end user request | \$0.035 |
| DA database Service - monthly recurring charge | \$150.00 |
| Direct access to DA service | |
| NRC DADAS service establishment charge | \$1,000.00 |
| DADAS database service charge, per month | \$5,000.00 |
| DADAS per query charge | \$0.023 |
| Selective Routing | |
| One time charge | \$10.00 per line or PBX trunk |
| Dark Fiber | |
| Per each fiber strand per route mile or fraction thereof | \$241.00 |
| Per each four-fiber dry fiber arrangement | \$1000.00 per arrangement |
| CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1) | |
| (1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.003 and composite Tandem Interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |

TABLE 2**LOCAL NUMBER PORTABILITY**

| Service Provider Number Portability - Remote Call Forwarding | Monthly Recurring | Non-Recurring |
|---|-------------------|---------------|
| Rate, per ported number, residential | \$1.25 per path | |
| Rate, per ported number, business | \$1.50 per path | |
| Additional capacity for simultaneous call forwarding, per additional path | \$0.50 | |
| Rate per order, per end user location | | \$25.00 |

TABLE 3**RECORDED USAGE DATA**

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$.008 |
| Message Distribution, per message | \$.004 |
| Data Transmission, per message | \$.001 |
| Magnetic tape distribution per file | \$54.95 |

KENTUCKY

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Kentucky Public Service Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Kentucky.

| | |
|---------------------|--------|
| Residential Service | 16.79% |
| Business Service: | 15.54% |

3. Unbundled Network Elements

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Dark Fiber

The prices for Dark Fiber are set forth in Table 2.

7. **Local Number Portability**

The prices for interim number portability are set forth in Table 3.

8. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 4.

9. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the ALECs on a fairly apportioned basis. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Kentucky Public Service Commission to initiate a separate hearing to address the matter.

TABLE 1

**BELLSOUTH/ALEC RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS**

| | |
|---|---------------|
| Network Interface Device, Per Month | \$1.80 |
| Unbundled Loops | |
| 2 Wire Analog VG Loop, per month | |
| Standard - with NID | \$20.00 |
| Standard - without NID | \$18.20 |
| Nonrecurring, with or without NID - First | \$86.08 |
| Nonrecurring, with or without NID - Add'l | \$58.57 |
| 2 Wire Analog VG Loop, per month | |
| Customized - with NID | \$23.35 |
| Customized - without NID | \$21.41 |
| Nonrecurring, with or without NID - First | \$236.75 |
| Nonrecurring, with or without NID - Add'l | \$177.10 |
| 4 Wire Analog VG Loop, per month | |
| Standard - with NID | \$28.28 |
| Standard - without NID | \$26.38 |
| Nonrecurring, with or without NID - First | \$457.14 |
| Nonrecurring, with or without NID - Add'l | \$348.83 |
| 2 Wire ISDN Digital Grade Loop, per month | |
| Standard - with NID | \$31.99 |
| Standard - without NID | \$29.65 |
| Nonrecurring, with or without NID - First | \$541.28 |
| Nonrecurring, with or without NID - Add'l | \$431.61 |
| 2 Wire ADSL Loop, per month | |
| Standard - with NID | \$11.89 |
| Standard - without NID | \$10.63 |
| Nonrecurring, with or without NID - First | \$713.50 |
| Nonrecurring, with or without NID - Add'l | \$609.44 |
| 2 Wire HDSL Loop, per month | |
| Standard - with NID | \$8.51 |
| Standard - without NID | \$7.40 |
| Nonrecurring, with or without NID - First | \$713.50 |
| Nonrecurring, with or without NID - Add'l | \$609.44 |
| 4 Wire HDSL Loop, per month | |
| Standard - with NID | \$10.39 |
| Standard - without NID | \$9.70 |
| Nonrecurring, with or without NID - First | \$748.93 |
| Nonrecurring, with or without NID - Add'l | \$646.17 |
| 4 Wire DS1 Digital Grade Loop, per month | |
| Nonrecurring - First | \$67.96 |
| Nonrecurring - Additional | \$849.80 |
| | \$523.27 |
| Loop Channelization System - For Unbundled Loops | |
| Unbundled Loop System (DS1 to VG) per system, per month | \$429.33 |
| Nonrecurring - First | \$664.06 |
| Nonrecurring - Additional | \$166.55 |
| Central Office Interface Per Circuit, per month | \$1.26 |
| Nonrecurring - First | \$46.68 |
| Nonrecurring - Additional | \$46.38 |

| | |
|---|-----------------|
| Sub-Loop 2-Wire Analog Loop Distribution | |
| Standard with NID | \$10.83 |
| Standard without NID | \$9.95 |
| Standard, NRC - 1st | \$459.85 |
| Standard, NRC - Add'l | \$352.89 |
| Sub-Loop 2-Wire Analog Loop Concentration | |
| Channelization System (Outside C.O.), Recurring | \$263.06 |
| Channelization System (Outside C.O.), NRC - 1st | \$1,508.41 |
| Channelization System (Outside C.O.), NRC - Add'l | \$596.11 |
| Working Plug-In 2-Wire, NRC - 1st | \$23.30 |
| Working Plug-In 2-Wire, NRC - Add'l | \$23.25 |
| Local Switching, Per Month | |
| 2 wire analog port | \$2.61 |
| Nonrecurring, Residence - First | \$37.78 |
| Nonrecurring, Residence - Additional | \$37.78 |
| Nonrecurring, Business, First | \$37.55 |
| Nonrecurring, Business - Additional | \$37.55 |
| Nonrecurring, PBX, First | \$36.47 |
| Nonrecurring, PBX - Additional | \$36.47 |
| 4 wire Analog (Coin) port | \$3.04 |
| Nonrecurring - First | \$40.71 |
| Nonrecurring - Additional | \$40.71 |
| 4 wire ISDN DS1port | \$275.48 |
| Nonrecurring - First | \$181.27 |
| Nonrecurring - Additional | \$116.42 |
| 2 wire ISDN Digital port (1) (2) | \$12.33 |
| Nonrecurring - First | \$90.48 |
| Nonrecurring - Additional | \$84.53 |
| Nonrecurring - User Profile per B Channel | \$5.61 |
| (1) 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. | |
| (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | |
| 2 wire Analog Hunting - per line | \$.29 |
| Nonrecurring | \$2.14 |
| Local Switching, per Minute Of Use | |
| End Office Switching | \$.002562 |
| Tandem Switching | \$.001096 |
| Local Switching Features, functions, capabilities | No add'l charge |
| Shared Transport | |
| Shared Transport, per mile, per MOU | \$.0000049 |
| Shared Transport - Facility Termination, per MOU | \$.000426 |
| Dedicated Transport | |
| DS1, per mile, per month | \$.45 |
| DS1, Facility Termination, per month | \$55.05 |
| Nonrecurring - First | \$298.18 |
| Nonrecurring - Additional | \$231.23 |
| Exchange Access Interoffice Channel | |
| 0 - 8 miles, fixed per month | \$16.14 |

| | |
|--|----------|
| per mile, per month | \$.0301 |
| 9 -25 miles, fixed, per month | \$17.18 |
| per mile, per month | \$.0726 |
| Over 25 miles, fixed, per month | \$18.41 |
| per mile, per month | \$.0831 |
| Nonrecurring - First | \$181.93 |
| Nonrecurring - Additional | \$75.56 |
| Operator Systems | |
| Operator Call Processing Access Service | |
| Operator Provided, per minute | |
| Using BST LIDB | \$1.6016 |
| Using Foreign LIDB | \$1.6249 |
| Fully Automated, per attempt | |
| Using BST LIDB | \$.0856 |
| Using Foreign LIDB | \$.1071 |

| | |
|--|--------------|
| Operator Systems, continued | |
| Inward Operator Services Access Service | |
| Verification, per call | \$1.00 |
| Emergency Interrupt, per call | \$1.111 |
| Directory Assistance | |
| Directory Assistance Access Service Calls | |
| Per call | \$.3136 |
| Recording cost per announcement | \$1,664.89 |
| Loading cost per audio unit | \$244.04 |
| Directory Assistance Database Service | |
| Use Fee, per DADS customer's EU request/Listing | \$.0193 |
| Monthly recurring | \$120.76 |
| Direct Access to Directory Assistance Service (DADAS) | |
| Database service charge, per month | \$7,235.01 |
| Database Query Charge, per query | \$.0052 |
| Nonrecurring - DADAS service establishment | \$1,186.94 |
| DACC Access Service | |
| Per Call Attempt | \$.058 |
| Number Service Intercept Access Service | |
| Per Intercept Query | \$.0086 |
| Per Intercept Query Update | \$.0055 |
| Directory Transport | |
| Switched Common Transport per DA Service Call | \$.000175 |
| Switched Common Transport per DA service call mile | \$.000004 |
| Access Tandem Switched per DA service call | \$.000783 |
| Switched Local Channel - DS1 level, per month | \$36.32 |
| Nonrecurring - First | \$637.46 |
| Nonrecurring - Additional | \$546.94 |
| Switched Dedicated Transport - DS1 level, per mile, per month | \$.45 |
| Facilities Termination, per month | \$55.05 |
| Nonrecurring - First | \$298.18 |
| Nonrecurring - Additional | \$231.18 |
| Nonrecurring installation per trunk or signaling connection - First | \$501.98 |
| Nonrecurring installation per trunk or signaling connection - Additional | \$13.32 |
| CCS7 Signaling Transport Services | |
| CCS7 Signaling Connection per Link per month | \$16.31 |
| Nonrecurring | \$354.95 |
| CCS7 Signaling Termination per Port per month | \$174.08 |
| CCS7 Signaling Usage Surrogate per link per month | \$329.98 |
| (This charge is only applicable where signaling usage measurement or billing capability does not exist.) | |
| CCS7 Signaling Usage per ISUP message per month | \$.000037893 |
| CCS7 Signaling Usage per TCAP message per month | \$.000102042 |

| | |
|--|-------------|
| 800 Access Ten Digit Screening Service | |
| 800/POTS Number Delivery, per query | \$.0010 |
| 800/POTS number delivery with optional complex features, per query | \$.0011 |
| 800/800 number delivery, per query | \$.0010 |
| 800/800 number delivery with optional complex features, per query | \$.0011 |
| Nonrecurring | |
| Per 800 number reserved - First | \$10.05 |
| Per 800 number reserved - Additional | \$1.19 |
| Per 800 number established with 800 number delivery - First | \$30.59 |
| Per 800 number established with 800 number delivery - Additional | \$3.22 |
| Per 800 number established with POTS number delivery - First | \$30.59 |
| Per 800 number established per POTS number delivery - Additional | \$3.22 |
| Customized area of service per 800 number - First | \$6.97 |
| Customized area of service per 800 number - Additional | \$3.49 |
| Multiple InterLATA Carrier routing per Carrier/800 number - First | \$8.16 |
| Multiple InterLATA Carrier routing per Carrier/800 number - Additional | \$4.67 |
| Change Charge per request - First | \$11.24 |
| Change Charge per request - Additional | \$1.19 |
| Call handling and Destination Features per 800 Number | \$6.97 |
| Line Information Database Access Service | |
| Common Transport, per query | \$.00006 |
| Validation, per query | \$.00938 |
| Nonrecurring - Establishment or change | \$107.60 |
| Call Transport and Termination (1) | |
| End Office switching, per MOU | \$.002562 |
| Tandem Switching, per MOU | \$.001096 |
| Common Transport, facility termination per MOU | \$.0000049 |
| Common Transport, per mile per MOU | \$.000426 |
| Intermediary Tandem, per MOU | \$.001096 |
| Selective Routing (Interim price) | |
| Nonrecurring | \$10.00 |
| Operational Support System | |
| OSS Electronic Interface, per order | \$10.89 |
| (1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.004 and composite Tandem Interconnection rate of \$0.008 until approximately January, 1998, unless otherwise agreed to by the Parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |

TABLE 2

DARK FIBER

| | |
|---|------------|
| Per each fiber strand, per month, per route mile or fraction thereof | \$241.00 |
| NRC, per each four-fiber dry fiber arrangement | |
| First | \$1,808.19 |
| Additional | \$922.95 |

TABLE 3

INTERIM NUMBER PORTABILITY

BellSouth and ALEC will each bear their own costs of providing remote call forwarding as an interim number portability option.

TABLE 4

RECORDED USAGE DATA

| | |
|---|------------|
| OSS OPTIONAL Daily Usage File | |
| Recording per message | \$.0008611 |
| Message distribution, per message | \$.0032357 |
| Message distribution, per magnetic tape provisioned | \$55.68 |
| Data Transmission (CONNECT:DIRECT) per message | \$.0000365 |

LOUISIANA

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Louisiana Public Service Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Louisiana.

| | |
|---------------------|-------|
| Residential Service | 20.7% |
| Business Service: | 20.7% |

3. Unbundled Network Elements

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

7. **Electronic Interfaces**

The prices for Operational Support Systems are set forth in Table 1.

TABLE 1

**BELLSOUTH/ALEC RATES - LOUISIANA
UNBUNDLED NETWORK ELEMENTS**

| | |
|---|---------|
| NIDs | |
| NRC - NID per 2-Wire Loops--Manual Svc Order--1st | \$18.14 |
| NRC - NID per 2-Wire Loops--Manual Svc Order--Add'l | \$8.06 |
| NRC - NID per 2-Wire Loops--Manual Svc Order--Disconnect | \$11.41 |
| NRC - NID per 4-Wire Loops--Manual Svc Order--1st | \$18.14 |
| NRC - NID per 4-Wire Loops--Manual Svc Order--Add'l | \$8.06 |
| NRC - NID per 4-Wire Loops--Manual Svc Order--Disconnect | \$11.41 |
| NID per 2-Wire Analog VG Loop, Per Month | \$1.09 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| NID per 4-Wire Analog VG Loop, Per Month | \$1.22 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| NID per 2-Wire ISDN Digital VG Loop, Per Month | \$1.08 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo. | \$1.09 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | \$1.09 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | \$1.21 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| NID per 4-Wire 56 or 64 Kbps Dig Grade Loop | \$1.21 |
| NRC - 1st | \$2.02 |
| NRC - Add'l | \$2.02 |
| NRC - Disconnect Chg - 1st | \$2.01 |
| NRC - Disconnect Chg - Add'l | \$2.01 |
| Loop, including NID | |
| NRC - 2-Wire Loops--Incremental Cost--Manual Svc Order--1st | \$18.14 |
| NRC - 2-Wire Loops--Incremental Cost--Manual Svc Order--Add'l | \$8.06 |
| NRC - 2-Wire Loops--Incremental Cost--Manual Svc Order--Disconnect | \$11.41 |
| NRC - 4-Wire Loops (Exclud DS1)--Incremental Cost--Manual Svc Order--1st | \$18.14 |
| NRC - 4-Wire Loops (Exclud DS1)--Incremental Cost--Manual Svc Order-- | \$8.06 |

| | |
|---|----------|
| Add'l | |
| NRC - 4-Wire Loops (Exclud DS1)--Incremental Cost--Manual Svc Order--Disconnect | \$11.41 |
| 2-Wire Analog VG Loop-SL1 | \$19.35 |
| NRC - 1st | \$40.69 |
| NRC - Add'l | \$29.96 |
| NRC - Disconnect Chg - 1st | \$11.48 |
| NRC - Disconnect Chg - Add'l | \$3.36 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 2-Wire Analog VG Loop-SL1-Manual Order Coord | |
| NRC - 1st | \$34.90 |
| NRC - Add'l | \$34.90 |
| NRC - Disconnect Chg - 1st | \$8.77 |
| NRC - Disconnect Chg - Add'l | \$8.77 |
| 2-Wire Analog VG Loop-SL2 | \$22.84 |
| NRC - 1st | \$99.69 |
| NRC - Add'l | \$74.73 |
| NRC - Disconnect Chg - 1st | \$28.73 |
| NRC - Disconnect Chg - Add'l | \$18.87 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 4-Wire Analog VG Loop | \$31.52 |
| NRC - 1st | \$198.10 |
| NRC - Add'l | \$163.26 |
| NRC - Disconnect Chg - 1st | \$74.27 |
| NRC - Disconnect Chg - Add'l | \$39.44 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 2-Wire ISDN Digital Grade Loop | \$27.36 |
| NRC - 1st | \$223.27 |
| NRC - Add'l | \$172.63 |
| NRC - Disconnect Chg - 1st | \$74.27 |
| NRC - Disconnect Chg - Add'l | \$39.44 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop | \$15.39 |
| NRC - 1st | \$343.13 |
| NRC - Add'l | \$310.03 |
| NRC - Disconnect Chg - 1st | \$72.54 |
| NRC - Disconnect Chg - Add'l | \$39.42 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop | \$11.61 |
| NRC - 1st | \$343.13 |
| NRC - Add'l | \$310.03 |
| NRC - Disconnect Chg - 1st | \$72.54 |
| NRC - Disconnect Chg - Add'l | \$39.42 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop | \$16.39 |
| NRC - 1st | \$361.45 |
| NRC - Add'l | \$328.35 |
| NRC - Disconnect Chg - 1st | \$72.54 |
| NRC - Disconnect Chg - Add'l | \$39.41 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| 4-Wire DS1 Digital Loop | \$72.86 |
| NRC - 1st | \$410.38 |
| NRC - Add'l | \$255.48 |
| NRC - Disconnect Chg - 1st | \$92.35 |
| NRC - Disconnect Chg - Add'l | \$38.44 |

| | |
|---|-----------------|
| NRC - Incremental Cost--Manual Svc Order-1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order-Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | \$11.41 |
| NRC - Order Coordination for Specified Conversion Time | \$33.05 |
| 4-Wire 56 or 64 Kbps Dig Grade Loop | \$35.58 |
| NRC - 1st | \$333.28 |
| NRC - Add'l | \$230.50 |
| NRC - Disconnect Chg - 1st | \$87.99 |
| NRC - Disconnect Chg - Add'l | \$44.24 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| Sub-Loop 2-Wire Analog | |
| Loop Feeder per 2-Wire Analog VG Loop | \$9.90 |
| NRC - 1st | \$197.61 |
| NRC - Add'l | \$162.77 |
| NRC - Disconnect Chg - 1st | \$74.27 |
| NRC - Disconnect Chg - Add'l | \$39.44 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| Loop Distribution per 2-Wire Analog VG Loop | \$12.29 |
| NRC - 1st | \$197.76 |
| NRC - Add'l | \$163.60 |
| NRC - Disconnect Chg - 1st | \$71.20 |
| NRC - Disconnect Chg - Add'l | \$37.03 |
| NRC - Order Coordination for Specified Conversion Time | \$32.77 |
| Loop Concentration - Channelization Sys (Outside CO) | \$402.00 |
| NRC - 1st | \$618.57 |
| NRC - Add'l | \$270.40 |
| NRC - Disconnect Chg - 1st | \$198.30 |
| NRC - Disconnect Chg - Add'l | \$48.24 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | \$11.41 |
| Loop Concentration - Remote Terminal Cabinet (Outside CO) | ICB |
| Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO) | \$1.02 |
| NRC - 1st | \$8.99 |
| NRC - Add'l | \$8.97 |
| NRC - Disconnect Chg - 1st | \$4.49 |
| NRC - Disconnect Chg - Add'l | \$4.48 |
| Loop Channelization System (Inside C.O.) | |
| Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG) | \$301.68 |
| NRC - 1st | \$292.90 |
| NRC - Add'l | \$72.38 |
| NRC - Disconnect Chg - 1st | \$5.30 |
| NRC - Disconnect Chg - Add'l | ----- |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | \$11.41 |
| CO Channel Interface-2-Wire VG Per Circuit, Per Month | \$1.08 |
| NRC - 1st | \$19.97 |
| NRC - Add'l | \$19.84 |
| NRC - Disconnect Chg - 1st | \$8.26 |
| NRC - Disconnect Chg - Add'l | \$8.21 |
| Unbundled Local Exchange Ports | |
| 2-Wire Analog Line Port (Res., Bus.), per month | \$2.20 |

| | |
|--|----------|
| NRC - 1st | \$16.43 |
| NRC - Add'l | \$16.43 |
| NRC - Disconnect Chg - 1st | \$4.38 |
| NRC - Disconnect Chg - Add'l | \$4.38 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | \$10.39 |
| 4-Wire Analog VG Port, per month | \$10.13 |
| NRC - 1st | \$16.43 |
| NRC - Add'l | \$16.43 |
| NRC - Disconnect Chg - 1st | \$3.77 |
| NRC - Disconnect Chg - Add'l | \$3.77 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | \$8.94 |
| 2-Wire DID Port, per month | \$13.12 |
| NRC - 1st | \$59.28 |
| NRC - Add'l | \$59.28 |
| NRC - Disconnect Chg - 1st | \$9.20 |
| NRC - Disconnect Chg - Add'l | \$9.20 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | \$10.39 |
| 4-Wire DID Port, per month | \$149.27 |
| NRC - 1st | \$85.63 |
| NRC - Add'l | \$50.23 |
| NRC - Disconnect Chg - 1st | \$8.82 |
| NRC - Disconnect Chg - Add'l | \$8.83 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | \$10.39 |
| 2-Wire ISDN Port(1) (2), per month | \$23.33 |
| <p>(1) 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.</p> <p>(2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.</p> | |
| NRC - 1st | \$45.35 |
| NRC - Add'l | \$45.35 |
| NRC - Disconnect Chg - 1st | \$4.31 |
| NRC - Disconnect Chg - Add'l | \$4.31 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$38.29 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$38.29 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | \$6.65 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | \$6.65 |
| 4-Wire ISDN DS1 Port, per month | \$194.72 |
| NRC - 1st | \$181.89 |
| NRC - Add'l | \$181.89 |
| NRC - Disconnect Chg - 1st | \$27.11 |
| NRC - Disconnect Chg - Add'l | \$27.11 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$33.18 |

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|--|-------------|
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$33.18 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | \$7.73 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | \$7.73 |
| 2-Wire Analog Line Port (PBX), per month | \$2.20 |
| NRC - 1st | \$16.43 |
| NRC - Add'l | \$16.43 |
| NRC - Disconnect Chg - 1st | \$3.77 |
| NRC - Disconnect Chg - Add'l | \$3.77 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | \$8.94 |
| Coin Port, per month | \$2.50 |
| NRC - 1st | \$16.43 |
| NRC - Add'l | \$16.43 |
| NRC - Disconnect Chg - 1st | \$4.15 |
| NRC - Disconnect Chg - Add'l | \$4.15 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | \$9.86 |
| Vertical Features | |
| Local Switching Features offered with Port, Monthly | \$8.28 |
| Subsequent Order Charge--Electronic | |
| Subsequent Order Charge--Incremental Cost--Manual Svc Order | |
| Local Switching | |
| End Office Switching Function, per mou | \$0.0021 |
| End Office Interoffice Trunk Port--Shared, per mou | \$0.0002 |
| Tandem Switching | |
| Tandem Switching Function per mou | \$0.0008 |
| Tandem Interoffice Trunk Port--Shared per mou | \$0.0003 |
| Common Transport | |
| Common Transport per mile per mou | \$0.0000083 |
| Common Transport Facilities Termination per mou | \$0.00047 |
| Interoffice Transport - Dedicated - VG | |
| Interoffice Transport - Dedicated - 2-Wire VG - per mile | \$0.0384 |
| Interoffice Transport - Dedicated - 2-Wire VG - facilities termination | \$19.10 |
| NRC - 1st | \$76.20 |
| NRC - Add'l | \$34.54 |
| NRC - Disconnect Chg - 1st | \$28.03 |
| NRC - Disconnect Chg - Add'l | \$5.37 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl | \$8.06 |
| Interoffice Transport - Dedicated - DS0 - 56/64 KBPS | |
| Interoffice Transport - Dedicated - DS0 - per mile | \$0.0384 |
| Interoffice Transport - Dedicated - DS0 - facilities termination | \$18.37 |
| NRC - 1st | \$76.20 |
| NRC - Add'l | \$34.54 |
| NRC - Disconnect Chg - 1st | \$28.03 |
| NRC - Disconnect Chg - Add'l | \$5.37 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl | \$8.06 |
| Interoffice Transport - Dedicated - DS1 | |

| | |
|--|-------------|
| Interoffice Transport - Dedicated - DS1 - per mile | \$0.7831 |
| Interoffice Transport - Dedicated - DS1 - facilities termination | \$93.40 |
| NRC - 1st | \$140.49 |
| NRC - Add'l | \$106.69 |
| NRC - Disconnect Chg - 1st | \$20.00 |
| NRC - Disconnect Chg - Add'l | \$16.34 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l | \$8.06 |
| Local Channel - Dedicated | |
| Local Channel - Dedicated - 2-Wire VG | \$14.94 |
| NRC - 1st | \$347.49 |
| NRC - Add'l | \$59.75 |
| NRC - Disconnect Chg - 1st | \$53.68 |
| NRC - Disconnect Chg - Add'l | \$6.60 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | \$11.40 |
| Local Channel - Dedicated - 4-Wire VG | \$16.21 |
| NRC - 1st | \$352.75 |
| NRC - Add'l | \$61.33 |
| NRC - Disconnect Chg - 1st | \$54.36 |
| NRC - Disconnect Chg - Add'l | \$7.28 |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.14 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.06 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | \$11.40 |
| Local Channel - Dedicated - DS1 | \$43.80 |
| NRC - 1st | \$348.56 |
| NRC - Add'l | \$300.30 |
| NRC - Disconnect Chg - 1st | \$24.15 |
| NRC - Disconnect Chg - Add'l | \$21.31 |
| NRC - Incremental Cost--Manual Svc Order | \$42.34 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | \$19.48 |
| Local Usage | |
| Intraoffice per mou | \$0.00209 |
| Interoffice per mou (assumes 5 miles of transport) | \$0.00538 |
| Local Interconnection | |
| End Office Connection per mou | \$0.00209 |
| Tandem Connection (assumes 5 miles of transport per mou) | \$0.00430 |
| Multi-tandem Connection | variable |
| 800 Access Ten Digit Screening | |
| 800 Access Ten Digit Screening, per call | \$0.0005305 |
| Reservation Charge per 800 number reserved--NRC - 1st | \$6.29 |
| Reservation Charge per 800 number reserved--NRC - Add'l | \$0.73 |
| Per 800 # Established w/o POTS Translations | |
| NRC - 1st | \$12.27 |
| NRC - Add'l | \$1.39 |
| NRC - Disconnect Chg - 1st | \$8.30 |
| NRC - Disconnect Chg - Add'l | \$0.73 |
| Per 800 # Established with POTS Translations | |
| NRC - 1st | \$12.27 |
| NRC - Add'l | \$1.39 |
| NRC - Disconnect Chg - 1st | \$8.30 |
| NRC - Disconnect Chg - Add'l | \$0.73 |

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|--|-------------|
| Customized Area of Service per 800 Number | |
| NRC - 1st | \$4.27 |
| NRC - Add'l | \$2.14 |
| Multiple Inter LATA CXR Routing per CXR Requested per 800 # | |
| NRC - 1st | \$5.00 |
| NRC - Add'l | \$2.86 |
| Change Charge per request | |
| NRC - 1st | \$7.01 |
| NRC - Add'l | \$0.73 |
| Call Handling and Destination Features - NRC | \$4.27 |
| Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order | \$18.14 |
| Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order | |
| NRC | \$18.14 |
| NRC - Disconnect Chg | \$11.40 |
| Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order | |
| NRC | \$18.14 |
| NRC - Disconnect Chg | \$11.40 |
| Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC | \$18.14 |
| Line Information Database Access (LIDB) | |
| LIDB Common Transport per query | \$0.0000418 |
| LIDB Validation per query | \$0.0103774 |
| LIDB Originating Point Code Establishment or Change - NRC | \$48.17 |
| LIDB - Incremental Cost - Manual Svc Order - NRC | \$18.14 |
| CCS7 Signaling Transport | |
| CCS7 Signaling Connection, per 56Kbps facility | \$19.48 |
| NRC | \$126.34 |
| NRC - Disconnect | \$101.10 |
| CCS7 Signaling Termination, per STP port | \$161.99 |
| CCS7 Signaling Usage, per call setup message | \$0.0000430 |
| CCS7 Signaling Usage, per TCAP message | \$0.0001052 |
| CCS7 Signaling Usage Surrogate, per 56 Kbps facility per LATA per mo | \$406.71 |
| CCS7 Signaling - Incremental Cost - Manual Svc Order | |
| NRC | \$18.14 |
| NRC - Disconnect | \$11.40 |
| Operational Support Systems | |
| OSS Interactive Ordering and Trouble Maint, Estab, per user | \$50.00 |
| NRC | \$100.00 |
| OSS OLEC Daily Usage File: Recording, per message | \$0.00019 |
| OSS OLEC Daily Usage File: Message Distribution, per message | \$0.00240 |
| OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned | \$47.30 |
| OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message | \$0.00003 |
| Recovery of Incremental OSS Costs, per electronic order | \$9.16 |
| Operator Call Processing | |
| Oper. Provided Cost per min - Using BST LIDB | \$0.91 |
| Oper. Provided Cost per min - Using Foreign LIDB | \$0.96 |
| Fully Automated Cost per call - Using BST LIDB | \$0.10 |
| Fully Automated Cost per call - Using Foreign LIDB | \$0.12 |
| Inward Operator Services | |
| Verification, per minute | \$0.86 |
| Verification and Emergency Interrupt, per minute | \$0.86 |
| Directory Assistance Services | |
| Directory Assist Call Completion Access Svc (DACC), per call attempt | \$0.04 |
| Number Services Intercept per query | \$0.02 |

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|---|-------------|
| Directory Assistance Access Service Calls, cost per call | \$0.20 |
| Directory Transport | |
| Directory Transport - Local Channel DS1 | \$43.83 |
| NRC - 1st | \$339.69 |
| NRC - Add'l | \$298.29 |
| NRC - Disconnect Chg - 1st | \$33.02 |
| NRC - Disconnect Chg - Add'l | \$23.32 |
| NRC - Incremental Cost-Manual Svc Order - NRC | \$42.34 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect | \$19.48 |
| Directory Transport - DS1 Level Interoffice per mile | \$0.78 |
| Directory Transport - DS1 Level Interoffice per facility termination | \$93.40 |
| NRC - 1st | \$140.49 |
| NRC - Add'l | \$106.69 |
| NRC - Disconnect Chg - 1st | \$20.00 |
| NRC - Disconnect Chg - Add'l | \$16.34 |
| NRC - Incremental Cost-Manual Svc Order - NRC-1st | \$18.14 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Add'l | \$18.14 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st | \$8.06 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l | \$8.06 |
| Switched Common Transport per DA Access Service per call | \$0.0003274 |
| Switched Common Transport per DA Access Service per call per mile | \$0.0000175 |
| Access Tandem Switching per DA Access Service per call | \$0.0025257 |
| Directory Transport-Installation NRC, per trunk or signaling connection | |
| NRC - 1st | \$195.54 |
| NRC - Add'l | \$4.23 |
| NRC - Disconnect Chg - 1st | \$130.05 |
| NRC - Disconnect Chg - Add'l | \$4.23 |
| Directory Assistance Database Service (DADS) | |
| Directory Assistance Database Service cost per listing | \$0.0443 |
| Directory Assistance Database Service, monthly | \$90.54 |
| Direct Access to Directory Assistance (DADAS) | |
| Direct Access to Directory Assistance Service, per month | \$4,982.00 |
| Direct Access to Directory Assistance Service, per query | \$0.0460 |
| Direct Access to Directory Assistance Service, svc estab chg-NRC | \$786.82 |
| Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect | \$57.23 |
| Service Provider Number Portability - RCF | |
| RCF, per number ported | \$2.29 |
| NRC | \$0.49 |
| NRC - Disconnect Chg | \$0.05 |
| RCF, per additional path | \$0.38 |
| RCF, per service order, per location - NRC - 1st | \$2.02 |
| RCF, per service order, per location - NRC - Add'l | \$2.02 |
| RCF, per service order, per location - NRC - Disconnect - 1st | \$2.01 |
| RCF, per service order, per location - NRC - Disconnect - Add'l | \$2.01 |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | |
| NRC - 1st | \$18.14 |
| NRC - Add'l | \$18.14 |
| NRC - Disconnect Chg - 1st | \$11.41 |
| NRC - Disconnect Chg - Add'l | \$11.41 |
| Service Provider Number Portability - DID | |
| DID per number ported, Residence - NRC | \$0.89 |
| DID per number ported, Residence - NRC - Disconnect | \$0.90 |
| DID per number ported, Business - NRC | \$0.89 |
| DID per number ported, Business - NRC - Disconnect | \$0.90 |
| DID per service order, per location - NRC - 1st | \$2.02 |

| | |
|--|------------|
| DID per service order, per location - NRC - Add'l | \$2.02 |
| DID per service order, per location - NRC - Disconnect - 1st | \$2.01 |
| DID per service order, per location - NRC - Disconnect - Add'l | \$2.01 |
| DID, per trunk termination, Initial | \$12.46 |
| DID, per trunk termination, Initial - NRC | \$129.69 |
| DID, per trunk termination, Initial - Disconnect | \$37.85 |
| DID, per trunk termination, Subsequent | \$12.46 |
| DID, per trunk termination, Subsequent - NRC | \$37.85 |
| DID, per trunk termination, Subsequent - Disconnect | \$18.75 |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | |
| NRC - 1st | \$18.14 |
| NRC - Add'l | \$18.14 |
| NRC - Disconnect Chg - 1st | \$11.41 |
| NRC - Disconnect Chg - Add'l | \$11.41 |
| Access to Poles, Ducts, Conduits and Rights of Way | |
| Access to Poles, per pole, per foot, per year | \$4.20 |
| Access to Conduits, per foot, per year | \$0.56 |
| Access to Innerduct, per foot, per year | ---- |
| AIN - BellSouth AIN SMS Access Service | |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC | \$153.31 |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect | \$78.06 |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC | \$50.07 |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect | \$18.61 |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC | \$50.07 |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect | \$18.61 |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC | \$104.95 |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect | \$48.95 |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC | \$125.33 |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect | \$24.40 |
| AIN SMS Access Service - Storage, per unit (100 Kb) | \$0.0029 |
| AIN SMS Access Service - Session, per minute | \$0.10 |
| AIN SMS Access Service - Co. Performed Session, per minute | \$1.97 |
| AIN - BellSouth AIN Toolkit Service | |
| Service Establishment Charge, per state, initial setup - NRC | \$153.25 |
| Service Establishment Charge, per state, initial setup - NRC - Disconnect | \$78.05 |
| Training Session, per customer - NRC | \$8,315.00 |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC | \$41.08 |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect | \$18.60 |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC | \$41.08 |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect | \$18.60 |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC | \$41.08 |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect | \$18.60 |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC | \$92.99 |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect | \$26.73 |
| Trigger Access Charge, per trigger, per DN, CDP - NRC | \$92.99 |
| Trigger Access Charge, per trigger, per DN, CDP - Disconnect | \$26.73 |
| Trigger Access Charge, per trigger, per DN, Feature Code - NRC | \$92.99 |
| Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect | \$26.73 |
| Query Charge, per query | \$0.03 |
| Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query | \$0.0065 |

| | |
|---|----------|
| SCP Storage Charge, per SMS Access Acct, per 100 Kb | \$1.79 |
| Monthly report - per AIN Toolkit Service Subscription | \$15.89 |
| Monthly report - per AIN Toolkit Service Subscription - NRC | \$34.61 |
| Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect | \$21.97 |
| Special Study - Per AIN Toolkit Service Subscription | \$0.08 |
| Special Study - Per AIN Toolkit Service Subscription - NRC | \$37.77 |
| Call Event Report - per AIN Toolkit Service Subscription | \$15.81 |
| Call Event Report - per AIN Toolkit Service Subscription - NRC | \$34.61 |
| Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect | \$21.97 |
| Call Event special Study - per AIN Toolkit Service Subscription | \$0.0026 |
| Call Event special Study - per AIN Toolkit Service Subscription - NRC | \$37.77 |

MISSISSIPPI **PRICING**

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Mississippi Public Service Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Mississippi.

| | |
|----------------------|--------|
| Residential Service: | 15.75% |
|----------------------|--------|

| | |
|-------------------|--------|
| Business Service: | 15.75% |
|-------------------|--------|

3. Unbundled Network Elements

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1. Unbundled local switching does not include vertical features.

4. Compensation For Call and Transport Termination

The prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Local Number Portability

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the carriers who utilize the services. A cost sharing mechanism which may include a three (3) to five (5) year amortization period, shall be developed when BellSouth provides a final cost estimate. If there is a disagreement between the Parties regarding cost recovery issues, an affected party may petition the Mississippi Public Service Commission to initiate a separate hearing to address the matter.

9. **AIN**

Should BellSouth seek reimbursement from ALEC for the cost of the development of any AIN mediation device, BellSouth shall provide ALEC with the right to review and challenge BellSouth's plan, implementation schedule, cost budgets and other factors related to developing and implementing any such mediation device. If the Parties disagree on the appropriateness of any factor and are unable to reconcile their differences, the Parties may seek resolution by the Mississippi Public Service Commission.

10. **True-Up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies as determined by the Commission.

BELLSOUTH/ALEC INTERIM RATES - MISSISSIPPI
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

TABLE 1

| | | |
|---|----|--------|
| NETWORK INTERFACE DEVICE (NID), per month | \$ | 0.67 |
| | | |
| NONRECURRING CHARGE-customer transfer, records changes, additions excluding new access lines. | \$ | 5.00 |
| | | |
| UNBUNDLED EXCHANGE ACCESS LOOPS | | |
| - 2 Wire Analog Voice Grade Loop | \$ | 25.24 |
| NRC - First | \$ | 25.00 |
| NRC - Add'l | \$ | 10.00 |
| - 4 Wire Analog Voice Grade Loop | \$ | 38.02 |
| NRC - First | \$ | 25.00 |
| NRC - Add'l | \$ | 10.00 |
| - 2 Wire ISDN Digital Grade Loop | \$ | 36.47 |
| NRC | \$ | 25.00 |
| - 2 Wire ADSL/HDSL Loop | \$ | 25.24 |
| NRC - First | \$ | 25.00 |
| NRC - Add'l | \$ | 10.00 |
| - 4 Wire HDSL Loop | \$ | 38.02 |
| NRC - First | \$ | 25.00 |
| NRC - Add'l | \$ | 10.00 |
| - 4 Wire DS1 Digital Grade Loop | \$ | 77.39 |
| NRC First | \$ | 300.00 |
| NRC Add'l | \$ | 250.00 |
| | | |
| LOOP CHANNELIZATION SYSTEM (Inside C.O.) | | |
| - Per system, Per Month (DS1 to VG) | \$ | 397.55 |
| NRC | \$ | 350.00 |
| - Voice Interface - Per Circuit, Per Month | \$ | 1.24 |
| NRC | \$ | 8.00 |
| | | |
| LOCAL SWITCHING, Per Month | | |
| - 2 Wire Analog Port, per month | \$ | 1.99 |
| NRC First | \$ | 3.50 |
| NRC Add'l | \$ | 3.50 |
| - 4 Wire Analog Port (Coin) | \$ | 2.28 |
| NRC First | \$ | 3.50 |
| NRC Add'l | \$ | 3.50 |
| - 2 Wire DID Port | \$ | 12.08 |
| NRC First | \$ | 50.00 |
| NRC Add'l | \$ | 50.00 |
| - 4 Wire DS1 Port w/DID capability | \$ | 130.23 |
| NRC First | \$ | 60.00 |
| NRC Add'l | \$ | 60.00 |
| - 2 Wire ISDN Digital Port (1) (2) | \$ | 11.73 |
| (1) 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. | | |
| (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | | |
| NRC First | \$ | 50.00 |
| NRC Add'l | \$ | 50.00 |
| - 4 Wire ISDN DS1 Port | \$ | 270.36 |
| NRC First | \$ | 75.00 |
| NRC Add'l | \$ | 75.00 |
| - 2 Wire Analog Hunting, Per Line Per Month | \$ | 0.12 |
| NRC | \$ | - |

| | |
|--|-------------|
| LOCAL SWITCHING USAGE, Per MOU | |
| - End Office Switching, usage, per mou | \$ 0.00221 |
| Note(s): | |
| 1. Nonrecurring charge applies only when field work is required. | |
| TANDEM SWITCHING, PER mou | \$ 0.003172 |
| UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE | |
| CCS7 Signaling Connection per link per month | |
| - A Link, per link per month | \$ 19.75 |
| - B Link, per link per month | \$ 25.25 |
| CCS7 Signal Transfer Points | |
| - CCS7 Signaling Usage per ISUP message per month | \$ 0.00005 |
| - CCS7 Signaling Usage per TCAP message per month | \$ 0.00005 |
| CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage measurement or billing capability does not exist.) | \$ 395.00 |
| SERVICE CONTROL POINTS | |
| Line Information Database Access Service (LIDB) | |
| Validation (FCC No. 1, Sec. 19) | |
| - LIDB Common Transport, per query | \$ 0.00004 |
| - LIDB Validation, per query | \$ 0.00499 |
| - Orig. Point Code Establishment or Change, per estab. or change | \$ 91.00 |
| 800 Access Ten Digit Screening Service | |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Del, per query | \$ 0.00115 |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query | \$ 0.0012 |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/POTS No. Del,per query | \$ 0.00115 |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query | \$ 0.0012 |
| - Reservation Charge per 800 Number reserved | |
| NRC First | \$ 5.00 |
| NRC Add'l | \$ 0.50 |
| - Establishment Charge per 800 number established w/800 No. Delivery | |
| NRC First | \$ 5.00 |
| NRC Add'l | \$ 2.00 |
| - Est. Charge per 800 number est. w/POTS Number Delivery | |
| NRC First | \$ 5.00 |
| NRC Add'l | \$ 2.00 |
| - Change Charge per request | |
| NRC First | \$ 5.00 |
| NRC Add'l | \$ 0.50 |
| - Customized Area of Service Per 800 Number | |
| NRC First | \$ 3.00 |
| NRC Add'l | \$ 1.50 |
| - Multiple InterLATA Carrier Routing per carrier requested, per 800 number | |
| NRC First | \$ 3.50 |
| NRC Add'l | \$ 2.00 |
| - Call Handling and Destination Features per 800 number | \$ 3.00 |
| AIN per signaling message | \$ 0.0006 |
| Calling Name (CNAM) Query Service - DataBase Owner | |
| - per query | \$ 0.016 |
| CALL TRANSPORT AND TERMINATION (1) | |
| End Office Interconnection, per mou | \$ 0.0026 |
| Tandem Interconnection, per mou | \$ 0.0083 |
| (1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.004 and composite tandem interconnection rate of \$0.012 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |

| | |
|---|-----------------------------|
| OPERATOR CALL PROCESSING ACCESS SERVICE | |
| - Operator Provided Call Handling, per call | \$ 0.30 |
| - Automated Call Handling, using BST LIDB, per attempt | \$ 0.0740 |
| - Automated Call Handling, using foreign LIDB, per attempt | \$ 0.0950 |
| DA Access Service Call, per call | \$ 0.26625 |
| DA Call Completion Access Service, per attempt | \$ 0.0287 |
| Number Services Intercept, per query | \$ 0.00915 |
| Inward Operator Services Access Service | |
| - Busy Line Verification, per call | \$ 0.81 |
| - Emergency Interrupt, per call | \$ 0.97 |
| DIRECTORY ASSISTANCE (DA) ACCESS SERVICE | |
| DA Database Service | |
| - Use Fee, per listing | \$ 0.0192 |
| - Monthly recurring charge | \$ 120.64 |
| DA Transport | |
| - Sw. Local Channel - DS1 Level | \$ 70.00 |
| NRC First | \$ 300.00 |
| NRC Add'l | \$ 250.00 |
| - Sw. Dedicated Transport - DS1 level, Per Mile Per Month | \$ 1.60 |
| - Facilities Termination, per month | \$ 59.75 |
| NRC | \$ 100.49 |
| - Switched Common Transport, per DA Acc. Svc. Call | \$ 0.001918 |
| - Switched Common Transport, per DA Svc. Call Mile | \$ 0.00003 |
| - Access Tandem Switching, per DA Acc. Svc. Call | \$ 0.00245 |
| - Installation, trunk side svc., per trunk or signaling connection | |
| First | \$ - |
| Add'l | \$ - |
| UNBUNDLED EXCHANGE ACCESS IOC (Voice) | |
| 0-8 Miles, Fixed Per Month | \$ 16.89 |
| Per Mile Per Month | \$ 0.007 |
| 9-25 Miles, Fixed Per Month | \$ 16.89 |
| Per Mile Per Month | \$ 0.007 |
| Over 25 Miles, Fixed Per Month | \$ 18.26 |
| Per Mile Per Month | \$ 0.0775 |
| Nonrecurring Charge | \$ 10.00 |
| DEDICATED TRANSPORT (DS1 & DS3 Levels) | |
| - DS1, Facility Termination, per month | \$ 59.75 |
| NRC | \$ 100.49 |
| - DS1, per mile, per month | \$ 1.60 |
| - DS3, Facility Termination, per month | \$ 600.00 |
| NRC | \$ 67.19 |
| - DS3, per mile, per month | \$ 40.00 |
| - Digital Cross Connects (3/3, 3/1, 1/0) | To be neg.by the Parties(1) |
| COMMON TRANSPORT | |
| Per Mile | \$ 0.000012 |
| Facilities Termination, per mou | \$ 0.00036 |
| Note(s): | |
| (1) Neither Party is requesting the Arbitration Panel set rates at this time. | |

INTERIM NUMBER PORTABILITY

Until a permanent rate and an appropriate cost sharing mechanism are established, ALEC and BellSouth shall each track the number of interim number portability arrangements they have provided. Based on the permanent rate, ALEC and BellSouth will true-up their costs with interest. BellSouth shall provide cost studies to assist in establishing a permanent rate within six (6) months.

Table 3

RECORDED USAGE DATA
(Interim Rates subject to True-Up)

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$.008 |
| Message Distribution, per message | \$.004 |
| Data Transmission, per message | \$.001 |
| Magnetic tape distribution per file | \$54.95 |

NORTH CAROLINA

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the North Carolina Utilities Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in North Carolina.

| | |
|---------------------|--------|
| Residential Service | 21.50% |
| Business Service: | 17.60% |

3. Unbundled Network Elements

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ALEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

All costs incurred by BellSouth to include implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the North Carolina Utilities Commission to initiate a separate hearing to address the matter.

9. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and ALEC is entitled to be a full party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.
4. ALEC shall retain its ability under Section 252(l) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

**BELLSOUTH/ALEC INTERIM RATES-NORTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(all rates are subject to true-up)**

| | |
|---|--------------------------------|
| Network Interface Device, Per Month | \$0.52 per NID |
| Loops, including NID, Per Month | |
| 2 Wire Analog | \$16.71 per loop |
| NRC | \$86.50 First/ \$27.80 Add'l |
| 4 Wire Analog | \$27.20 |
| NRC | \$86.50 First/ \$27.80 Add'l |
| 2 Wire ADSL/HDSL | \$17.00 |
| NRC | \$280.15 First/ \$243.91 Add'l |
| 4 Wire HDSL | \$27.20 |
| NRC | \$291.43 First/ \$255.46 Add'l |
| 2 Wire ISDN | \$27.20 |
| NRC | \$276.96 First/ \$234.99 Add'l |
| 4 Wire DS1 Digital Grande | \$151.50 |
| NRC | \$568.96 First/ \$335.56 Add'l |
| Unbundled Loops via IDLC | To Be Negotiated |
| Local Switching, Per Month (Note: When ALEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charge.) | |
| 2 Wire Analog Port | \$2.00 per line |
| NRC | \$24.04 First/ \$9.05 Add'l |
| 4 Wire Analog Port | \$3.15 per line |
| NRC | \$24.17 First/ \$9.63 Add'l |
| 2 Wire DID Port | \$12.68 per line |
| NRC | \$50.00 First/ \$18.00 Add'l |
| 4 Wire DID Port | \$120.00 |
| NRC | \$145.00 First/ \$126.09 Add'l |
| 2 Wire ISDN Port (1) (2) (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | \$12.50 |
| NRC | \$75.81 First/ \$56.91 Add'l |
| 4 Wire ISDN Port | \$246.00 |
| NRC | \$113.86 First/ \$95.80 Add'l |
| Local Switching, Per MOU | \$0.0040 per minute |
| Tandem Switching | \$0.0015 per minute |
| Operator Systems | |
| Operator Call Handling-Station & Person | \$1.06 per minute |

| | |
|-------------------------|-----------------|
| Automated Call Handling | \$0.09 per call |
| Busy Line Verification | \$0.54 per call |
| Emergency Interrupt | \$0.65 per call |

| | |
|---|---|
| Directory Assistance | |
| DA Access Service, per call | \$0.271744 |
| DA Transport | Rates as set forth in BellSouth's FCC 1, Sec. 9 |
| DA Database | |
| per listing | \$0.00072 |
| monthly | \$97.39 |
| Direct access to DA service | |
| NRC, Service establishment | \$1,000.00 |
| Per Month | \$5,000.00 |
| Per query | \$0.023 |
| DA Call Completion, per attempt | \$0.036 |
| Intercept, per query | \$0.0077 |
| Dedicated Transport | |
| DSO IOC, facility termination, per month | \$38.37 |
| DSO IOC, per mile, per month | \$3.95 |
| DSO IOC, NRC | \$24.01 |
| DS1 IOC, facility termination, per month | \$90.00 |
| DS1 IOC, per mile, per month | \$23.00 |
| DS1 IOC, NRC | \$100.49 |
| DS3 IOC, facility termination, per month | \$1,200.00 |
| DS3 IOC, per mile, per month | \$175.00 |
| DS3 IOC, NRC | \$67.19 |
| Shared/Common Transport | |
| Facility termination, per MOU | \$0.00036 |
| Per mile, per MOU | \$0.00004 |
| Signaling Links/ STPs | |
| CCS7 Signaling Connection per link per month | \$155.00 |
| non-recurring | \$510.00 |
| CCS7 Signaling Termination per port per month | \$355.00 |
| 800 Access Ten Digit Screening Service | |
| per 800 call, with 800 Number Delivery, per query | \$0.00365 |
| per 800 call, with 800 Number Delivery, with complex features, per query | \$0.00431 |
| per 800 call, with POTS Number Delivery, per query | \$0.00383 |
| per 800 call, with POTS Number Delivery, with complex features, per query | \$0.00431 |
| Reservation Charge per 800 Number reserved | \$27.00 - First/\$0.50 - Add'l |
| Establishment Charge per 800 number established w/800 Number Delivery | \$61.00 - First/\$1.50 - Add'l |
| Est. Charge per 800 number est. w/POTS Number Delivery | \$61.00 - First/\$1.50 - Add'l |
| Customized Area of Service Per 800 Number | \$3.00 - First/\$1.50 - Add'l |
| Multiple interLATA Carrier Routing per carrier requested, per 800 number | \$3.50 - First/\$2.00 - Add'l |
| Change Charge per request | \$41.00 - First/\$0.50 - Add'l |
| Call Handling and Destination features per 800 no. | \$3.00 |
| Line Information Database Access Service | |
| Common Transport, per query | \$0.0003 |
| Validation, per query | \$0.03800 |
| Nonrecurring, establishment or change | \$91.00 |
| Other SCPs/ Databases | |
| AIN with Mediation, per query | To Be Negotiated |

| | |
|--|--|
| Call Transport and Termination (1) | |
| Termination (end office switching) | \$.004 |
| Tandem Switching, per minute | \$.0015 |
| Transport | Network element prices for shared/ common and dedicated transport apply, as appropriate. |
| (1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.006 and composite tandem interconnection rate of \$0.007 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |
| Loop Channelization | |
| Per System, Monthly | \$400.00 |
| Per System, NRC-1st | \$365.92 |
| Per System, NRC-Add'l | \$ 89.04 |
| CO Interface, per circuit | \$ 1.15 |
| CO Interface, NRC-1st | \$ 6.04 |
| CO Interface, NRC-Add'l | \$ 5.81 |

TABLE 2

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding

| | <u>Monthly Rate</u> | <u>Nonrecurring Charge</u> |
|-------------------------------------|-------------------------|--------------------------------|
| Per Number Ported | | |
| - Residence / 6 paths | \$1.15 | - |
| - Business / 10 paths | \$2.25 | - |
| Each Additional Path | \$0.50 | - |
| Per Order, per end user location | - | None |

TABLE 3

RECORDED USAGE DATA

(Interim Rates)

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$.008 |
| Message Distribution, per message | \$.004 |
| Data Transmission, per message | \$.001 |
| Magnetic tape distribution per file | \$54.95 |

SOUTH CAROLINA

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and South Carolina Public Service Commission.

2. Local Service Resale

The rates that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in South Carolina.

| | |
|---------------------|-------|
| Residential Service | 14.8% |
| Business Service: | 14.8% |

3. Unbundled Network Elements

The interim prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ALEC and BellSouth shall pay are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces. The Party requesting a special arrangement for data access should pay the reasonable and demonstrable costs for providing the access. However, if other Parties request the same or similar access and benefit from the development, these other Parties should share the cost, and ALEC would then be refunded on a proportionate share of the costs.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up once BellSouth has submitted cost studies as determined by the Commission.

TABLE 1

**BELLSOUTH/ALEC RATES - SOUTH CAROLINA
UNBUNDLED NETWORK ELEMENTS**

**(All rates are interim, subject to true-up based on prices developed pursuant to
BellSouth cost study submission)**

| | |
|---|----------|
| Network Interface Device, Per Month | \$59 |
| Loops, including NID | |
| 2 Wire Analog VG Loop, per mo. | \$18.00 |
| Non recurring | \$51.20 |
| 4 Wire Analog VG Loop, per mo. | \$28.80 |
| Non recurring | \$51.20 |
| 2W ADSL/HDSL Loop, per mo. | \$18.00 |
| Non recurring | \$51.20 |
| 4W HDSL, Loop, per mo. | \$28.80 |
| Non recurring | \$51.20 |
| 2 Wire ISDN Digital Grade Loop, per mo. | \$28.80 |
| NRC | \$51.20 |
| 4 Wire DS1 Digital Grade Loop | \$77.39 |
| NRC, First | \$300.00 |
| NRC, Add'l | \$250.00 |
| Loop Channelization System | |
| Per System, per month | \$400.00 |
| NRC | \$525.00 |
| Per voice interface, per month | \$1.15 |
| NRC | \$8.00 |
| Local Switching, Per Month | |
| 2 wire Port | \$1.99 |
| NRC First | \$3.50 |
| NRC Add'l | \$3.50 |
| 4 wire Port | \$2.28 |
| NRC First | \$3.50 |
| NRC Add'l | \$3.50 |
| 2 wire ISDN Port (1) (2) (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | \$11.73 |
| NRC First | \$50.00 |
| NRC Add'l | \$50.00 |
| 2 wire DID Port | \$12.08 |
| NRC First | \$50.00 |
| NRC Add'l | \$50.00 |
| 4 wire ISDN Port | \$270.36 |
| NRC First | \$75.00 |
| NRC Add'l | \$75.00 |
| 4 wire DS1 Port, with DID Capability | \$130.23 |
| NRC First | \$60.00 |
| NRC Add'l | \$60.00 |

| | |
|--|----------|
| Hunting, per line, per month | \$0.12 |
| Hunting, per line, NRC | None |
| Local Switching, per MOU | |
| VG Per Minute of use | \$.00221 |
| Operator Systems | |
| Operator Call Handling, per MOU | \$1.17 |
| Call Completion Access Termination Charge, per call attempt | \$.08 |
| Automated Call Handling | |
| BST LIDB | \$.15 |
| Foreign LIDB | \$.15 |
| Directory Assistance, per call | \$.25 |
| DA Call Completion, per attempt | \$.25 |
| Call Completion Access Termination Charge, per completed call | \$.08 |
| Intercept, per query | \$.30 |
| Busy Line Verification, per call | \$.90 |
| Emergency Interrupt, per call | \$.97 |
| Directory Assistance | |
| DA Database Service | |
| per listing | \$.035 |
| monthly | \$150.00 |
| Direct Access to DA Service | TBD |
| DA transport | |
| switched local channel, DS1 level | \$133.81 |
| NRC, first | \$866.97 |
| NRC, Add'l | \$486.83 |
| Switched dedicated DS1 level | |
| per mile per month | \$23.50 |
| facility termination, per month | \$90.00 |
| NRC | \$100.49 |
| DA common transport | |
| per DA call | \$.0003 |
| per DA call mile | \$.00004 |
| Tandem switching | |
| per DA call | \$.00055 |
| DA Interconnection, per DA Access Service Call | .000269 |
| NRC, per trunk or signaling connection | |
| First | \$915.00 |
| Additional | \$100.00 |
| Unbundled Exchange Access IOC | |
| Voice Grade Analog IOC | |
| 0-8 mi, per month, fixed | \$16.89 |
| per mile per month | \$.007 |
| 9-25 mi, per month, fixed | \$16.89 |
| per mile per month | \$.007 |
| > 25 mi, per month, fixed | \$18.26 |
| per mile per month | \$.0775 |
| NRC | \$10.00 |
| Dedicated Transport | |
| DS1, facility termination | \$59.75 |
| DS1, per mile | \$1.60 |
| NRC | \$100.49 |

| | |
|--|-------------------------------|
| DS3, facility termination | \$600.00 |
| DS3, per mile | \$40.00 |
| DS3, NRC | \$67.19 |
| Digital X-Connect | |
| DCS 3/3, 3/1, 1/0 | TBD |
| Shared Transport | |
| Facility termination, per MOU | \$.00036 |
| Per mile, per MOU | \$.000012 |
| Tandem Switching | \$.003172 |
| CCS7 Signaling Transport Services | |
| CCS7 Signaling Connection per link per month | \$155.00 |
| CCS7 Termination per Port per month | \$355.00 |
| CCS7 Termination per port, NRC | \$510.00 |
| Signal Transfer Points | |
| Call Set-up message | \$.000023 |
| TCAP Message | \$.000050 |
| Signaling Usage Surrogate, per 56 kbps facility. When signaling usage measurement capability exists, CCS7 signaling usage will be billed on a per signaling message basis. When measurement capability does not exist, CCS7 signaling usage will be billed on a per 56 kbps basis. | \$395.00, per month |
| Signal Control Points | |
| LIDB, common transport, per query | \$.0003 |
| Validation, per query | \$.038 |
| NRC, per point code established or changed | \$91.00 |
| Toll Free Data Base | |
| Per 800 call with 800 No. Del., per query | \$.00115 |
| with optional complex features, per query | \$.0012 |
| Per 800 call with POTS No. Del., per query | \$.00115 |
| with optional complex features, per query | \$.0012 |
| NRC Reservation charge, per 800 number reserved | First Add'l. \$5.00 \$.50 |
| NRC Establishment charge, per 800 number established with 800 or POTS Number Delivery | First Add'l. \$5.00 \$1.50 |
| Change charge, per request | First Add'l. \$5.00 \$.50 |
| Customized area of service, per 800 number | First Add'l. \$3.00 \$1.50 |
| Multiple interLATA carrier routing, per carrier requested, per 800 number | First Add'l. \$3.50 \$2.00 |
| Call handling and destination features, per 800 number | First Add'l. \$3.00 \$3.00 |
| Calling Name (CNAM) Query Service, per query | \$0.016 |
| AIN, per signaling message | \$0.0006 |

| | |
|--|------------|
| Call Transport and Termination | |
| End Office Switching, per MOU | \$.00221 |
| Tandem Switching, per MOU | \$.003172 |
| Common Transport, per MOU | \$.00036 |
| Common Transport, per mile per MOU | \$.000012 |
| Note: The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$.0003 and composite tandem interconnection rate of \$.0006 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |
| Dark Fiber | |
| Per each four-fiber dry fiber arrangement | |
| NRC - First | \$1,000.00 |
| NRC - Additional | \$1,000.00 |
| Per each fiber strand per mile or fraction thereof, per mo | \$241.00 |
| Selective Routing | |
| Per line or PBX trunk, one-time charge | \$5.00 |

TABLE 2

INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

| | |
|---|---------|
| -Business line, per number ported, 10 paths | \$1.50 |
| -Residence Line, per number ported, 6 paths | \$1.25 |
| -Additional capacity for simultaneous call forwarding, per additional path | \$0.50 |
| -Rate per order, per end-user location | \$25.00 |

TABLE 3

RECORDED USAGE DATA
(Interim Rates subject to True-up)

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$.008 |
| Message Distribution, per message | \$.004 |
| Data Transmission, per message | \$.001 |
| Magnetic Tape Distribution per file | \$54.95 |

TENNESSEE

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services), Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. Local Service Resale

The prices that ALEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

| | |
|---|--------|
| Telecommunications Services with Operator and Directory Assistance Service: | 16.00% |
|---|--------|

| | |
|--|--------|
| Telecommunications Services without Operator and Directory Assistance Service: | 21.56% |
|--|--------|

3. Unbundled Network Elements

The prices that ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The prices that ALEC shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ALEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. Local Number Portability

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 3.

8. **Electronic Interfaces**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **Interim Pricing**

Any interim or proxy prices referenced above will remain in effect until cost studies compliant with the decisions by the United States Court of Appeals for the Eighth Circuit in the appeals of the FCC's Order and Rules can be completed and reviewed by the Tennessee Regulatory Authority.

TABLE 1

BELLSOUTH/ALEC INTERIM RATES-TENNESSEE

UNBUNDLED NETWORK ELEMENTS

(all prices are subject to true-up)

| | |
|---|---|
| Network Interface Device, Per Month | \$0.56 |
| Loops, including NID, Per Month | |
| 2 wire | \$18.00 |
| NRC | Appropriate charge from BST GSST A4.3.1 |
| 4 wire | \$18.00 |
| NRC | Appropriate charge from BST GSST A4.3.1 |
| 2 wire ISDN | \$18.00 |
| NRC | Appropriate charge from BST GSST A4.3.1 |
| DS1 | TBD following BellSouth cost submission |
| NRC | TBD following BellSouth cost submission |
| Loop Channelization System (C.O.) | |
| Per System, per month | \$493.00 |
| Per System, NRC | \$525.00 |
| C.O. Channel Interface, per circuit, per month | \$1.46 |
| NRC | \$8.00 |
| Loop Distribution (2-Wire VG) (including NID), per month | \$9.79 |
| Loop Distribution (2-Wire VG) (excluding NID), per month | \$9.23 |
| Loop Distribution (2-Wire VG), NRC - 1st | \$587.00 |
| Loop Distribution (2-Wire VG), NRC - Add'l | \$255.00 |
| Local Switching, Per Month | |
| 2 wire Port | \$1.90 |
| NRC | Appropriate charge from BST GSST A4.3.1 |
| 4 wire (Coin) Port | \$1.90 |
| NRC | Appropriate charge from BST GSST A4.3.1 |
| 2 wire ISDN Port (1) (2) (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. | \$1.90 |
| NRC | Appropriate charge from BST GSST A4.3.1 |
| 2 wire DID Port | \$12.68 |
| NRC | Appropriate charge from BST |

| | |
|--|--|
| | GSST A4.3.1 |
| DS1 DID Port | \$120.00 |
| NRC | To be negotiated |
| 4 wire ISDN Port | \$308.00 |
| NRC | To be negotiated |
| Local Switching | |
| Per minute of use | \$0.0019 |
| Line Class codes for Selective Routing | Price shall be as determined by the TN Regulatory Authority. |
| End Office Switching | |
| Local termination | \$.0019 per minute |
| Tandem Switching | |
| | \$0.000676 per minute |
| Operator Systems | |
| Operator Call Handling- Station & Person, per call | \$0.30 |
| Automated Call Handling, per call | \$0.15 |
| Directory Assistance | \$0.25 |
| DA Call Completion | \$0.12 |
| Intercept | \$0.15 |
| Busy Line Verification | \$0.90 |
| Emergency Interrupt | \$1.95 |
| Dedicated Transport | |
| DS1 Local Channel | \$133.81 |
| NRC First | \$868.97 |
| NRC Add'l | \$486.83 |
| DS1 Interoffice Channel, facility termination | \$90.00 |
| , per mile | \$23.00 |
| , NRC, First/Add'l | \$100.49 |
| DS0 Interoffice Channel, facility termination | \$38.37 |
| , per mile | \$1.90 |
| , NRC | If any, to be determined |
| Voice Grade Transport, per month | \$27.00 |
| , per month per mile (1-8) | \$1.90 |
| , per month per mile (9-25) | \$1.90 |
| , per month per mile (> 25)) | \$1.90 |
| , NRC | \$96.00 |
| Shared Transport | |
| facility termination, per minute | \$0.00036 |
| per minute, per mile | \$0.00004 |
| CCS7 Signaling Connection per Link per month | |
| A link | \$155.00 per link per month |
| non-recurring | \$510.00 per link |
| B link | Not available pending development of mediation device |
| non-recurring | \$510.00 per link |
| Signal Transfer Points | |
| CCS7 Signaling Usage per ISUP message per mo. | \$0.000023 per message |
| CCS7 Signaling Usage per TCAP message per mo. | \$0.00005 per message |
| CCS7 Signaling Termination per port per month | \$355.00 per port |
| CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage | \$395.00 |

| | |
|--|---|
| measurement or billing capability does not exist.) | |
| | |
| Service Control Points | |
| LIDB transport, per query | \$0.0003 |
| LIDB validation, per query | \$.038 |
| NRC, each | \$91.00 |
| 800/888 | \$0.004 per query |
| NRC Reservation charge, per 800 number reserved | \$30.00 first, \$0.50 add'l |
| NRC Establishment charge, per 800 number established with 800 Number Delivery | \$67.50 first, \$1.50 add'l |
| NRC Establishment charge, per 800 number established with POTS number delivery | \$67.50 first, \$1.50 add'l |
| NRC Change charge, per request | \$48.50 first, \$0.50 add'l |
| Service Control Points (cont'd) | |
| NRC customized area of service, per 800 number | \$3.00 first, \$1.50 add'l |
| NRC multiple interLATA carrier routing, per carrier requested, per 800 number | \$3.50 first, \$2.00 add'l |
| NRC call handling and destination features, per 800 number | \$3.00 first, \$3.00 add'l |
| | |
| AIN | To be determined upon development of mediation device |
| Call Transport and Termination (1) | |
| Transport | Common and dedicated transport rate elements apply. |
| Tandem switching, per minute | \$0.000676 |
| End Office switching, per minute | \$0.0019 |
| (1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date. | |
| Dark Fiber | |
| Per each fiber strand per route mile or fraction thereof | \$241.00 |
| Per each four-fiber dry fiber arrangement | \$1,808.19 First \$922.95 Add'l |
| Electronic Interfaces | Reimbursement for operational interfaces shall be determined by the TN Regulatory Authority |

TABLE 2

LOCAL NUMBER PORTABILITY
(all prices are interim at this time)

Remote Call Forwarding:

| | |
|-----------------------------------|---------------------------|
| Residential | \$1.25 per line, one path |
| Business | \$1.50 per line, one path |
| Each additional path | \$.50 |
| Non recurring charge to establish | \$25.00 |
| Remote Call Forwarding | |

TABLE 3**RECORDED USAGE DATA**

(Interim rates)

| | |
|--|---------|
| Recording Services (only applied to unbundled operator services messages), per message | \$0.008 |
| Message Distribution, per message | \$0.004 |
| Data Transmission, per message | \$0.001 |
| Magnetic tape distribution per file | \$54.95 |

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND UTILICORE CORPORATION
DATED FEBRUARY 9, 1998

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Utilicore Corporation ("Utilicore") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated February 9, 1998 ("Interconnection Agreement").

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

1. Pursuant to Section 9, Exhibit 3. in Attachment 11, of the Interconnection Agreement, the parties hereby agree to revise the Unbundled Network Element Rates and Local Interconnection Rates as set forth in Exhibit 3 of Attachment 11 for the state of Georgia. Based on the Order issued by the Georgia Public Service Commission on December 16, 1998 in Docket No. 7061-U the final unbundled network element rates and local interconnection rates in Georgia shall be as set forth in the attachments. These rates shall be retroactive to the effective date of the agreement pursuant to Section 9 of Exhibit 3 in Attachment 11, of the Interconnection Agreement.

2. The Parties agree that Exhibit 3 of Attachment 11 for the state of Georgia is hereby deleted in its entirety and replaced with a new Exhibit 3 for the state of Georgia attached hereto to reflect the new arbitrated rates in the state of Georgia.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated February 9, 1998 shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Georgia Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

BELLSOUTH TELECOMMUNICATIONS,
INC.

UTILICORE CORPORATION

By: Jerry Hendrix

By: Thomas M. Beard

DATE: June 12, 1998

DATE: June 2, 1998

GEORGIA
PRICING

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Georgia Public Service Commission.

2. **Local Service Resale**

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Georgia:

| | |
|---------------------|--------|
| Residential Service | 20.30% |
|---------------------|--------|

| | |
|-------------------|--------|
| Business Service: | 17.30% |
|-------------------|--------|

The prices that CLEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation--The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory

authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

8. **Electronic Interfaces**

As stated in the Georgia Public Service Commission's Supplemental Order issued in Docket No. 6352-U, all costs incurred by BellSouth to implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, the Georgia Public Service Commission shall initiate a separate hearing to address the matter upon filing of a petition by an affected party.

9. **Operational Support Systems (OSS) Rates**

| <u>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</u> | | | | |
|---|---|--|--|---|
| | Interactive Ordering and Trouble Maintenance System | | OSS Order Charge (per end user account) | |
| | Non-Recurring Establishment Charge | Recurring Charge, per month | Charge per electronic order ¹ | Surcharge for manually placed orders ¹ |
| GEORGIA | \$200.00 | \$550.00 per first 1000 electronic orders ¹ \$110.00 per each add'l 1000 electronic orders | Note ² | \$22.00 ³ Note ⁴ |

¹ The charge per order applies on a per end user account basis.

² The Georgia Public Service Commission (PSC) ordered in Docket No. 7061-U that there would be no OSS charge within the charge per electronic order column. Instead, the Georgia PSC ordered monthly recurring charges based on number of orders.

³ Applies to Resale only

⁴ Applies to UNEs - Incremental cost for manual service order vs. electronic is assessed on an elemental basis as set forth in Attachment 11.

TABLE 1

BELLSOUTH/CLEC RATES - GEORGIA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

| NIDs | |
|---|---------|
| NRC - NID per 2-Wire Loops—Incremental-Manual Svc Order-1st | \$18.94 |
| NRC - NID per 2-Wire Loops—Incremental-Manual Svc Order-Add'l | \$8.42 |
| NRC - NID per 2-Wire Loops—Incremental-Manual Svc Order-Disconnect | NA |
| NRC - NID per 4-Wire Loops—Incremental-Manual Svc Order--1st | \$18.94 |
| NRC - NID per 4-Wire Loops—Incremental-Manual Svc Order--Add'l | \$8.42 |
| NRC - NID per 4-Wire Loops—Incremental-Manual Svc Order - Disconnect | NA |
| NID (all types), per month | NA |
| NID per 2-Wire Analog VG Loop, Per Month | \$1.10 |
| NRC - 1 st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire Analog VG Loop, Per Month | \$1.21 |
| NRC - 1 st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire ISDN Digital VG Loop, Per Month | \$1.10 |
| NRC - 1st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo. | \$1.10 |
| NRC - 1st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | \$1.10 |
| NRC - 1 st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop | \$1.21 |
| NRC - 1 st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NID per 4-Wire 56 or 64 Kbps Dig Grade Loop | \$1.21 |
| NRC - 1 st | \$2.10 |
| NRC - Add'l | \$2.10 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Nonrecurring Charge - customer transfer, feature additions, | NA |

| | |
|---|----------|
| changes (1) | |
| LOOP, EXCLUDING NID | |
| 2-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire Analog VG Loop (Customized), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 4-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire ISDN Digital Grade Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire ADSL Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 4-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| LOOP, INCLUDING NID | |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--1st | NA |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--Add'l | NA |
| NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order – Disconnect | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--1 st | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--Add'l | NA |
| NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order—Disconnect | NA |
| 2-Wire Analog VG Loop, per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire Analog VG Loop-SL1, per month | \$16.51 |
| NRC - 1 st | \$42.54 |
| NRC - Add'l | \$31.33 |
| NRC-Incremental Cost--Manual Svc Oder--1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order—Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 2-Wire Analog VG Loop-SL1-Manual Order Coord | NA |
| NRC - 1 st | \$36.46 |
| NRC - Add'l | \$36.46 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| 2-Wire Analog VG Loop-SL2, per month | \$19.57 |
| NRC - 1 st | \$104.17 |
| NRC - Add'l | \$78.10 |

| | |
|---|------------|
| NRC-Incremental Cost--Manual Svc Order- 1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 2-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire Analog VG Loop (Customized), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 4-Wire Analog VG Loop, per month | \$ \$25.86 |
| NRC - 1 st | \$206.95 |
| NRC - Add'l | \$170.57 |
| NRC-Incremental Cost--Manual Svc Order—1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order—Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 4-Wire Analog VG Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire ISDN Digital Grade Loop, per month | \$25.43 |
| NRC - 1 st | \$233.38 |
| NRC - Add'l | \$180.35 |
| NRC-Incremental Cost--Manual Svc Order—1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order—Add'l | \$8.42 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 2-Wire ISDN Digital Grade Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month | \$13.05 |
| NRC - 1 st | \$359.73 |
| NRC - Add'l | \$325.15 |
| NRC-Incremental Cost--Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 2-Wire ADSL Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month | \$9.15 |
| NRC - 1 st | \$359.73 |
| NRC - Add'l | \$325.15 |

| | |
|---|----------|
| NRC-Incremental Cost--Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 2-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month | \$12.07 |
| NRC - 1 st | \$378.86 |
| NRC - Add'l | \$344.28 |
| NRC-Incremental Cost--Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental CostManual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| 4-Wire HDSL Loop (Standard), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 4-Wire DS1 Digital Loop, per month | \$64.52 |
| NRC - 1 st | \$429.98 |
| NRC - Add'l | \$268.18 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost—Manual Svc Order-1st | \$18.94 |
| NRC - Incremental Cost—Manual Svc Order-Add'l | \$8.42 |
| NRC - Incremental Cost—Manual Svc Order-Disconnect | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.52 |
| 4-Wire 56 or 64 Kbps Dig Grade Loop, per month | \$29.92 |
| NRC - 1 st | \$348.55 |
| NRC - Add'l | \$241.20 |
| NRC-Incremental Cost—Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental Cost—Manual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| Unbundled Loops via IDLC | NA |
| SUB-LOOPS | |
| Sub-Loop 2-Wire Analog | |
| Loop Feeder per 2-Wire Analog VG Loop, per month | \$8.58 |
| NRC - 1 st | \$206.44 |
| NRC - Add'l | \$170.05 |
| NRC-Incremental Cost—Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental Cost—Manual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$34.22 |
| Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month | \$9.12 |
| NRC - 1 st | \$207.01 |
| NRC - Add'l | \$171.32 |

| | |
|--|----------|
| NRC-Incremental Cost--Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Order Coordination for Specified Conversion Time | \$ 34.22 |
| Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| Unbundled Network Terminating Wire | BFR |
| Loop Concentration - Channelization Sys (Outside CO), per month | \$313.11 |
| NRC - 1 st | \$651.23 |
| NRC - Add'l | \$284.99 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1 st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| Working Plug-In 2-Wire, NRC 1 st | NA |
| Working Plug-In 2-Wire, NRC Add'l | NA |
| Loop Concentration - Remote Terminal Cabinet (Outside CO) | ICB |
| Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month | \$.8836 |
| NRC - 1 st | \$9.41 |
| NRC - Add'l | \$9.38 |
| NRC-Incremental Cost--Manual Service Order-1 st | \$18.94 |
| NRC-Incremental Order--Manual Service Order-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Loop Channelization System (Inside C.O.) | |
| Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month | \$281.76 |
| NRC - 1 st | \$308.13 |
| NRC - Add'l | \$76.33 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| CO Channel Interface-2-Wire VG Per Circuit, Per Month | \$0.9016 |
| NRC - 1 st | \$20.87 |
| NRC - Add'l | \$20.74 |
| NRC-Incremental Cost--Manual Svc Cost -1 st | \$18.94 |
| NRC-Incremental Cost--Manual Svc Cost-Add'l | \$8.42 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS) | |
| 2-Wire Analog Line Port (Res., Bus.), per month | \$1.85 |
| NRC - 1 st (all types) | \$17.16 |
| NRC - Add'l (all types) | \$17.16 |
| NRC - 1 st (Residence) | NA |
| NRC - Add'l (Residence) | NA |

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|---|-----------------|
| NRC - 1 st (Business) | NA |
| NRC - Add'l (Business) | NA |
| NRC - 1 st (PBX) | NA |
| NRC - Add'l (PBX) | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| 4-Wire Analog VG Port, per month | \$8.47 |
| NRC - 1 st | \$17.16 |
| NRC - Add'l | \$17.16 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| 2-Wire DID Port, per month | \$11.35 |
| NRC - 1 st | \$61.91 |
| NRC - Add'l | \$61.91 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| 4-Wire DID Port, per month | \$120.80 |
| NRC - 1 st | \$89.44 |
| NRC - Add'l | \$52.46 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order - Disconnect | NA |
| 4-Wire DS1 Port w/DID capability, per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| 2-Wire ISDN Port(2) (3), per month | \$13.47 |
| NRC - 1 st | \$47.37 |
| NRC - Add'l | \$47.37 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$39.98 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$39.98 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Add'l | NA |
| NRC - User Profile per B Channel (4) | NA |
| 4-Wire ISDN Port, per month | NA |
| NRC - 1 st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | NA |
| NRC - Incremental Cost--Manual Svc Order - Add'l | NA |

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|---|------------|
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| 4-Wire ISDN DS1 Port, per month | \$163.16 |
| NRC - 1 st | \$186.80 |
| NRC - Add'l | \$186.80 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$37.88 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$37.88 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect 1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect Addl | NA |
| 2-Wire Analog Line Port (PBX), per month | \$1.85 |
| NRC - 1st | \$17.16 |
| NRC - Add'l | \$17.16 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| 2-Wire Analog Hunting, per line per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| Coin Port, per month | \$2.05 |
| NRC - 1 st | \$17.16 |
| NRC - Add'l | \$17.16 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1 st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| Vertical Features | |
| Local Switching Features offered with Port, Per month | NA |
| Subsequent Order Charge—Electronic | NA |
| Subsequent Order Charge--Incremental Cost--Manual Svc Order | NA |
| Unbundled End Office Switching (Port Usage) | |
| End Office Switching Function, per mou | \$.0016333 |
| End Office Switching Function, add'l mou (5) | NA |
| End Office Interoffice Trunk Port—Shared, per mou | \$.0001564 |
| Unbundled Tandem Switching (Port Usage) (Local or Access Tandem) | |
| Tandem Switching Function per mou | \$.0006757 |
| Tandem Interoffice Trunk Port--Shared per mou | \$.0002126 |
| Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.) | NA |
| UNBUNDLED TRANSPORT | |
| Common (Shared) Transport | |
| Common (Shared) Transport per mile per mou | \$.000008 |
| Common (Shared) Transport Facilities Termination per mou | \$.0004152 |
| Interoffice Transport - Dedicated - VG | |
| Interoffice Transport - Dedicated - 2-Wire VG - per mile | \$.0222 |
| Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month | \$17.07 |

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| NRC - 1 st | \$79.61 |
| NRC - Add'l | \$36.08 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l | NA |
| Interoffice Transport - Dedicated - DS0 - 56/64 KBPS | |
| Interoffice Transport - Dedicated - DS0 - per mile per month | \$.0222 |
| Interoffice Transport - Dedicated - DS0 - facilities termination per month | \$16.45 |
| NRC - 1st | \$79.61 |
| NRC - Add'l | \$36.08 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l | NA |
| Interoffice Transport - Dedicated - DS1 | |
| Interoffice Transport - Dedicated - DS1 - per mile per month | \$.4523 |
| Interoffice Transport - Dedicated - DS1 - facilities termination per month | \$78.47 |
| NRC - 1st | \$147.07 |
| NRC - Add'l | \$111.75 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--1st | NA |
| NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l | NA |
| Interoffice Transport - Dedicated - DS3 | |
| Interoffice Transport - Dedicated - DS3 - per mile per month | NA |
| Interoffice Transport - Dedicated - DS3 - facilities termination per month | NA |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| Digital Cross Connects (3/3, 3/1, 1/0) | |
| NA | NA |
| Unbundled Exchange Access IOC | |
| 0-8 Miles, Fixed per month | NA |
| Per mile per month | NA |
| NRC 1st | NA |
| NRC Add'l | NA |
| 9-25 Miles, Fixed per month | NA |
| Per mile per month | NA |
| NRC 1st | NA |
| NRC Add'l | NA |
| Over 25 Miles, Fixed per month | NA |
| Per mile per month | NA |
| NRC 1st | NA |
| NRC Add'l | NA |
| Local Channel - Dedicated | |
| Local Channel - Dedicated - 2-Wire VG | \$13.91 |
| NRC - 1st | \$382.95 |
| NRC - Add'l | \$62.40 |

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| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| Local Channel - Dedicated - 4-Wire VG | \$14.99 |
| NRC - 1st | \$368.44 |
| NRC - Add'l | \$64.05 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order - 1st | \$18.94 |
| NRC - Incremental Cost--Manual Svc Order - Add'l | \$8.42 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| Local Channel - Dedicated - DS1 | \$38.36 |
| NRC - 1 st | \$356.15 |
| NRC - Add'l | \$312.89 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost--Manual Svc Order | \$44.22 |
| NRC - Incremental Cost--Manual Svc Order-Disconnect | NA |
| VIRTUAL COLLOCATION | |
| Virtual Collocation | BST Tariff Rates |
| LOCAL USAGE | |
| Intraoffice per mou | NA |
| Interoffice per mou (assumes 5 miles of transport) | NA |
| LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | |
| End Office Interconnection/Switching, per mou | \$.0016333 |
| Tandem Interconnection/Switching, per mou | \$.0006757 |
| Tandem Interconnection (assumes 5 miles of transport per mou) | NA |
| Transport | Network element prices for shared/common and dedicated transport apply as appropriate. |
| Common Transport Trunk Installation, per trunk, NRC | BST Tariff Rates |
| Tandem Switch + Transport | NA |
| Combined Tandem Switch Interconnection | NA |
| Multi-tandem Interconnection | NA |
| Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.) | NA |
| 800 ACCESS TEN DIGIT SCREENING SERVICE | |
| 800 Access Ten Digit Screening (all types), per call (6) | \$.0004868 |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query | NA |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query | NA |
| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message | NA |

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| 800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message | NA |
| 800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message | NA |
| Reservation Charge per 800 number reserved--NRC - 1st | \$6.57 |
| Reservation Charge per 800 number reserved--NRC - Add'l | \$0.76 |
| NRC-Incremental Cost—Manual Svc Order-1 st | \$18.94 |
| NRC Incremental Cost—Manual Svc Cost-Add'l | NA |
| Per 800 # Established w/o POTS (w/800 No.) Translations | |
| NRC - 1 st | \$12.81 |
| NRC - Add'l | \$1.45 |
| NRC-Incremental Cost-Manual Svc Order-1 st | \$18.94 |
| NRC-Incremental Cost-Manual Svc Order-Add'l | NA |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Per 800 # Established with POTS Translations | |
| NRC - 1 st | \$12.81 |
| NRC - Add'l | \$1.45 |
| NRC-Incremental Cost-Manual Svc Cost-1 st | \$18.94 |
| NRC-Incremental Cost-Manual Svc Cost-Add'l | NA |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Customized Area of Service per 800 Number | |
| NRC - 1 st | \$4.46 |
| NRC - Add'l | \$2.23 |
| NRC-Incremental Cost-Manual Svc Order-1 st | NA |
| NRC-Incremental Cost-Manual Svc Order-Add'l | NA |
| Multiple Inter LATA Carrier Routing per Carrier Requested per 800 # | |
| NRC - 1 st | \$5.22 |
| NRC - Add'l | \$2.99 |
| NRC-Incremental Cost-Manual Svc Order-1 st | NA |
| NRC-Incremental Cost-Manual Svc Order-Add'l | NA |
| Change Charge per request | |
| NRC - 1 st | \$7.33 |
| NRC - Add'l | \$0.76 |
| NRC-Incremental Cost-Manual Svc Cost-1 st | \$18.94 |
| NRC-Incremental Cost-Manual Svc Order-Add'l | NA |
| Call Handling and Destination Features - NRC - 1 st | \$4.72 |
| Call Handling and Destination Features - NRC - Add'l | \$4.46 |
| NRC-Incremental Cost-Manual Svc Cost-1 st | NA |
| NRC-Incremental Cost-Manual Svc Cost-Add'l | NA |
| Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order | NA |
| Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order | |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order | |
| NRC | NA |
| NRC - Disconnect Chg | NA |
| Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC | NA |
| LINE INFORMATION DATABASE ACCESS (LIDB) | |

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|--|--------------|
| LIDB Common Transport per query | \$.0000338 |
| LIDB Validation per query | \$.0105974 |
| LIDB Validation per message | NA |
| LIDB Originating Point Code Establishment or Change - NRC | \$50.30 |
| NRC-Incremental Cost-Manual Svc Order | \$18.94 |
| LIDB - Incremental Cost - Manual Svc Order - NRC | NA |
| CCS7 SIGNALING TRANSPORT SERVICE | |
| CCS7 Signaling Connection, per link (A link) per month | \$17.05 |
| NRC | \$131.96 |
| NRC-Incremental Cost—Manual Svc Order | \$18.94 |
| NRC - Disconnect | NA |
| CCS7 Signaling Connection, per link (B link) (also known as D link) per month | \$17.05 |
| NRC | \$131.96 |
| NRC-Incremental Cost-Manual Svc Order | \$18.94 |
| NRC - Disconnect | NA |
| CCS7 Signaling Termination, per STP port per month | \$133.99 |
| CCS7 Signaling Usage, per ISUP message | \$.0000354 |
| CCS7 Signaling Usage, per TCAP message | \$.0000870 |
| CCS7 Signaling Usage Surrogate, per link per LATA per mo (7) | \$340.67 |
| CCS7 Signaling - Incremental Cost - Manual Svc Order | \$18.94 |
| NRC | NA |
| NRC - Disconnect | NA |
| OPERATIONAL SUPPORT SYSTEMS | |
| OSS Interactive Ordering and Trouble Maint, Estab, per user per month | NA |
| NRC | \$200.00 |
| OSS OLEC Daily Usage File: Recording, per message | \$0.008 |
| OSS OLEC Daily Usage File: Message Processing, per message | \$0.004 |
| OSS Access Daily Usage File: Message Processing, per message | \$0.004 |
| OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned | \$54.95 |
| OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned | \$54.95 |
| OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message | \$0.001 |
| OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message | \$0.001 |
| OSS Order Charge, per first 1,000 orders(one end user per order) per month | \$550.00 |
| OSS Order Charge,per each add'l 1,000 orders (one end user per order) per month | \$110.00 |
| OSS Order charge, per electronic order, per end user account | NA |
| Surcharge for manually placed orders, per end user account | NA |
| OPERATOR CALL PROCESSING | |
| Oper. Provided Call Handling per min - Using BST LIDB | \$.9680296 |
| Call Completion Access Termination Charge per call attempt | NA |
| Oper. Provided Call Handling per min - Using Foreign LIDB | \$1.02 |
| Call Completion Access Termination Charge per call attempt | NA |
| Operator Provided Call Handling, per call | NA |
| Fully Automated Call Handling per call - Using BST LIDB | \$.0776409 |
| Fully Automated Call Handling per call - Using Foreign LIDB | \$.0976984 |
| INWARD OPERATOR SERVICES | |
| Verification, per minute | \$.09210833 |

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|---|--------------|
| Verification and Emergency Interrupt, per minute | \$.09210833 |
| Verification, per call | NA |
| Verification and Emergency Interrupt, per call | NA |
| DIRECTORY ASSISTANCE SERVICES | |
| Directory Assist Call Completion Access Svc (DACC), per call attempt | \$.0348712 |
| Call Completion Access Term charge per completed call | NA |
| Number Services Intercept per query | \$.0097497 |
| Number Services Intercept per Intercept Query Update | NA |
| Directory Assistance Access Service Calls, per call | \$.2124568 |
| Recording cost per announcement | NA |
| NRC-Incremental Cost-Manual Svc Order-1 st | \$17.54 |
| NRC-Incremental Cost-Manual Svc Order-Add'l | \$15.43 |
| Loading cost per audio unit | \$253.87 |
| NRC-Incremental Cost-Manual Svc Order | NA |
| Directory Transport | |
| Directory Transport - Local Channel DS1, per month | \$38.36 |
| NRC - 1 st | \$356.15 |
| NRC - Add'l | \$312.89 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC | \$18.94 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect | NA |
| Directory Transport - Dedicated DS1 Level Interoffice per mile per mo | \$.4523 |
| Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo | \$78.47 |
| NRC - 1 st | \$147.07 |
| NRC - Add'l | \$111.75 |
| NRC - Disconnect Chg - 1 st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-1 st | \$44.22 |
| NRC - Incremental Cost-Manual Svc Order - NRC-Add'l | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1 st | NA |
| NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l | NA |
| Switched Common Transport per DA Access Service per call | \$.0002906 |
| Switched Common Transport per DA Access Service per call per mile | \$.0000186 |
| Access Tandem Switching per DA Access Service per call | \$.0019152 |
| DA Interconnection, per DA Access Service Call | \$0.00269 |
| Directory Transport-Installation NRC, per trunk or signaling connection | |
| NRC - 1 st | \$204.23 |
| NRC - Add'l | \$4.42 |
| NRC-Incremental Cost-Manual Svc Order-1 st | \$44.22 |
| NRC-Incremental Cost-Manual Svc Order-Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| Directory Assistance Database Service (DADS) | |
| Directory Assistance Database Service cost per listing | \$.0445 |
| Directory Assistance Database Service, per month | \$95.50 |
| Direct Access to Directory Assistance (DADAS) | |
| Direct Access to Directory Assistance Service, per month | \$5254.00 |
| Direct Access to Directory Assistance Service, per query | \$.0469016 |
| Direct Access to Directory Assistance Service, svc estab chg-NRC | \$788.24 |

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|---|----------|
| NRC-Incremental Cost-Manual Svc Order-1 st | NA |
| Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect | NA |
| | |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF | |
| RCF, per number ported (Business Line), 10 paths | NA |
| RCF, per number ported (Residence Line), 6 paths | NA |
| RCF, per number ported (Business Line), each path | \$2.03 |
| RCF, per number ported (Residence Line), each path | \$2.03 |
| RCF, per number ported (Res or Bus Line) | NA |
| NRC | \$.51 |
| NRC - Disconnect Chg | NA |
| RCF, add'l capacity for simultaneous call forwarding, per additional path | \$.2836 |
| RCF, per service order, per location - NRC - 1 st | \$2.10 |
| RCF, per service order, per location - NRC - Add'l | \$2.10 |
| RCF, per service order, per location - NRC - Disconnect - 1st | NA |
| RCF, per service order, per location - NRC - Disconnect - Add'l | NA |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | |
| NRC - 1st | NA |
| NRC - Add'l | NA |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID | |
| DID per number ported, Residence - NRC | \$.93 |
| DID per number ported, Residence - NRC - Disconnect | N |
| DID per number ported, Business - NRC | \$.93 |
| DID per number ported, Business - NRC - Disconnect | NA |
| DID per service order, per location - NRC - 1st | \$2.10 |
| DID per service order, per location - NRC - Add'l | \$2.10 |
| NRC- Incremental Cost-Manual Svc Order | \$18.94 |
| DID per service order, per location - NRC - Disconnect - 1st | NA |
| DID per service order, per location - NRC - Disconnect - Add'l | NA |
| DID, per trunk termination, Initial | \$10.73 |
| DID, per trunk termination, Initial - NRC | \$135.47 |
| DID, per trunk termination, Initial - Disconnect | NA |
| DID, per trunk termination, Subsequent | \$10.73 |
| DID, per trunk termination, Subsequent - NRC | \$39.53 |
| DID, per trunk termination, Subsequent - Disconnect | NA |
| Svc Provider No. Portability - Incremental Cost-Manual Svc Order | NA |
| NRC - 1st | \$18.94 |
| NRC - Add'l | \$18.94 |
| NRC - Disconnect Chg - 1st | NA |
| NRC - Disconnect Chg - Add'l | NA |
| ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8) | |
| Access to Poles, per pole, per foot, per year | NA |
| Access to Conduits, per foot, per year | NA |
| Access to Innerduct, per foot, per year | NA |
| AIN | |
| AIN Related Services with mediation, per query | NA |

| | |
|--|-------------|
| AIN, per message | NA |
| AIN - BellSouth AIN SMS Access Service | |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC | \$90.25 |
| NRC-Incremental Cost-Manual Svc Order | NA |
| AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect | NA |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC | \$29.66 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect | NA |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC | \$29.66 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect | NA |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC | \$84.43 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect | NA |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC | \$35.44 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect | NA |
| AIN SMS Access Service - Storage, per unit (100 Kb) | \$.0023 |
| AIN SMS Access Service - Session, per minute | \$.0795604 |
| AIN SMS Access Service - Co. Performed Session, per minute | \$2.08 |
| | |
| AIN - BellSouth AIN Toolkit Service | |
| AIN, Service Creation Tools | NA |
| Service Establishment Charge, per state, initial setup - NRC | \$86.74 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Service Establishment Charge, per state, initial setup - NRC - Disconnect | NA |
| Training Session, per customer - NRC | \$8,348.00 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC | \$19.13 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect | NA |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC | \$114.80 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC | \$19.13 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC | \$70.06 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, CDP - NRC | \$70.06 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger, per DN, CDP - Disconnect | NA |
| Trigger Access Charge, per trigger, per DN, Feature Code - NRC | \$70.06 |

| | |
|--|-------------|
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect | NA |
| Query Charge, per query | \$.0209223 |
| Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query | \$.0053137 |
| SCP Storage Charge, per SMS Access Acct, per 100 Kb | \$1.46 |
| Monthly report - per AIN Toolkit Service Subscription | \$15.96 |
| Monthly report - per AIN Toolkit Service Subscription - NRC | \$22.64 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect | NA |
| Special Study - Per AIN Toolkit Service Subscription | \$.0861109 |
| Special Study - Per AIN Toolkit Service Subscription - NRC | \$22.64 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Call Event Report - per AIN Toolkit Service Subscription | \$15.87 |
| Call Event Report - per AIN Toolkit Service Subscription - NRC | \$22.64 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect | NA |
| Call Event special Study - per AIN Toolkit Service Subscription | \$.0028704 |
| Call Event special Study - per AIN Toolkit Service Subscription - NRC | \$22.64 |
| NRC-Incremental Cost-Manual Svc Cost | NA |
| CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER | |
| CNAM, Per Query | NA |
| DARK FIBER | |
| Per each four-fiber dry fiber arrangement, NRC 1 st | \$1,355.29 |
| Per each four-fiber dry fiber arrangement, NRC Add'l | \$273.69 |
| NRC-Incremental Cost-Manual Svc Order-1 st | NA |
| NRC-Incremental Cost-Manual Svc Order-Add'l | NA |
| Per each fiber strand per route mile or fraction thereof, per month | NA |
| Per four fiber strands, per route mile or fraction thereof, per month | \$44.22 |
| Per four fiber strands, per route foot or fraction thereof, per month | \$0.008375 |
| SELECTIVE ROUTING | |
| Per Line or PBX Trunk, each | NA |
| Per Line or PBX Trunk, NRC | NA |
| Customized routing per unique line class code, per request, per switch | |
| NRC | \$180.62 |
| NRC-Incremental Cost-Manual Svc Order | \$18.94 |
| <p>Note(s):</p> <ol style="list-style-type: none"> (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (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 available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide 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. (6) 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 | |

| | |
|---|--|
| <p>Complex Features vs. w/o Optional Complex Features.</p> <p>(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.</p> <p>(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.</p> | |
|---|--|

**Agreement Between BellSouth Telecommunications, Inc. and Utilicore Corporation Regarding
The Sale of BellSouth Telecommunications Services to Utilicore Corporation For The Purposes of
Resale**

THIS AGREEMENT is by and between **BellSouth Telecommunications, Inc.**, ("BellSouth or Company"), a Georgia corporation, and Utilicore Corporation ("Utilicore Corporation"), a Florida corporation, and shall be deemed effective as of January 15, 1998.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Utilicore Corporation is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Utilicore Corporation desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Utilicore Corporation for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Utilicore Corporation do hereby agree as follows:

I. Term of the Agreement

- A.** The term of this Agreement shall be two years beginning January 15, 1998 and shall apply to all of BellSouth's serving territory as of January 1, 1998 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee;
- B.** This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

The rates pursuant by which Utilicore Corporation is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

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

- B.** DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
- C.** END USER means the ultimate user of the telecommunications services.
- D.** END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- E.** 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.
- F.** OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G.** RESALE means an activity wherein a certificated OLEC, such as Utilicore Corporation subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H.** RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Utilicore Corporation, may offer resold local exchange telecommunications service.

III. General Provisions

- A.** Utilicore Corporation may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff 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.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- B.** Utilicore Corporation may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 1. Utilicore Corporation must resell services to other end users.
 - 2. Utilicore Corporation must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.
 - 3. Utilicore Corporation cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

- C.** The provision of services by the Company to Utilicore Corporation does not constitute a joint undertaking for the furnishing of any service.
- D.** Utilicore Corporation will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Utilicore Corporation for all services.
- E.** Utilicore Corporation will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- F.** The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- G.** The Company maintains the right to serve directly any end user within the service area of Utilicore Corporation. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Utilicore Corporation.
- H.** Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- I.** Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Utilicore Corporation has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- J.** The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Utilicore Corporation.
- K.** Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L.** Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M.** The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- N.** The Company accepts no responsibility to any person for any unlawful act committed by Utilicore Corporation or its end users as part of providing service to Utilicore Corporation for purposes of resale or otherwise.
- O.** The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Utilicore Corporation will be directed to Utilicore Corporation. The Company will bill Utilicore Corporation for implementing any requests by law enforcement agencies regarding Utilicore Corporation end users.
- P.** The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
 - Cause damage to their plant;
 2. Impair the privacy of any communications; or
 3. Create hazards to any employees or the public.
- Q.** Utilicore Corporation assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Utilicore Corporation.
- R.** Facilities and/or equipment utilized by BellSouth to provide service to Utilicore Corporation remain the property of BellSouth.
- S.** White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- T.** BellSouth will provide customer record information to Utilicore Corporation provided Utilicore Corporation has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.
1. Utilicore Corporation agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Utilicore Corporation. Utilicore Corporation will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.
 2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Utilicore Corporation who utilize the services.
- U.** BellSouth will provide certain selected messaging services to Utilicore Corporation for resale of messaging service without the wholesale discount.
- V.** BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- W.** All costs incurred by BellSouth for providing services to Utilicore Corporation that are not covered in the BellSouth tariffs shall be recovered from Utilicore Corporation.

IV. BellSouth's Provision of Services to Utilicore Corporation

- A.** Utilicore Corporation agrees that its resale of BellSouth services shall be as follows:
1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 2. To the extent Utilicore Corporation is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Utilicore Corporation shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Utilicore Corporation are packaged, tied, bundled, discounted or

offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.
 4. Utilicore Corporation is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.
 5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Utilicore Corporation will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Utilicore Corporation actually makes the payment to the Company may be assessed.
 6. The Company reserves the right to periodically audit services purchased by Utilicore Corporation to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Utilicore Corporation shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.
- B.** Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.
- C.** Utilicore Corporation may resell services only within the specific resale service area as defined in its certificate.
- D.** Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
- E.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Utilicore Corporation is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

- A.** Utilicore Corporation will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- B.** Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

- C. Utilicore Corporation or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Utilicore Corporation accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Utilicore Corporation will be the Company's single point of contact for all repair calls on behalf of Utilicore Corporation's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Utilicore Corporation will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Utilicore Corporation accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Utilicore Corporation for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Utilicore Corporation's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Utilicore Corporation will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Utilicore Corporation. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Utilicore Corporation that a current customer of the Company will subscribe to Utilicore Corporation's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Utilicore Corporation's end user customer. Utilicore Corporation must, however, be able to demonstrate end user authorization upon request.
- E. Utilicore Corporation will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Utilicore Corporation to the Company or will accept a request from another OLEC for conversion of the end user's service from Utilicore Corporation to the other LEC. The Company will notify Utilicore Corporation that such a request has been processed.

- F.** If the Company determines that an unauthorized change in local service to Utilicore Corporation has occurred, the Company will reestablish service with the appropriate local service provider and will assess Utilicore Corporation as the OLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Utilicore Corporation. These charges can be adjusted if Utilicore Corporation provides satisfactory proof of authorization.
- G.** In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
 2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
 3. Such security deposit may not exceed two months' estimated billing.
 4. The fact that a security deposit has been made in no way relieves Utilicore Corporation from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.
 5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
 6. In the event that Utilicore Corporation defaults on its account, service to Utilicore Corporation will be terminated and any security deposits held will be applied to its account.
 7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Utilicore Corporation during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Utilicore Corporation by the accrual date.

VII. Payment And Billing Arrangements

- A.** When the initial service is ordered by Utilicore Corporation, the Company will establish an accounts receivable master account for Utilicore Corporation.
- B.** The Company shall bill Utilicore Corporation on a current basis all applicable charges and credits.
- C.** Payment of all charges will be the responsibility of Utilicore Corporation. Utilicore Corporation shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Utilicore Corporation from Utilicore Corporation's customer. The Company will not become involved in billing disputes that may arise between Utilicore Corporation and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- D.** The Company will render bills each month on established bill days for each of Utilicore Corporation's accounts.
- E.** The Company will bill Utilicore Corporation, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Utilicore Corporation.
- F.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.
1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- G.** Upon proof of tax exempt certification from Utilicore Corporation, the total amount billed to Utilicore Corporation will not include any taxes due from the end user. Utilicore Corporation will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H.** As the customer of record, Utilicore Corporation will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- I.** If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.
- J.** Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Utilicore Corporation.
- K.** The Company will not perform billing and collection services for Utilicore Corporation 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 the Company.
- L.** Pursuant to 47 CFR Section 51.617, the Company will bill Utilicore Corporation end user common line charges identical to the end user common line charges the Company bills its end users.
- M.** In general, the Company will not become involved in disputes between Utilicore Corporation and Utilicore Corporation's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Utilicore Corporation shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Utilicore Corporation to resolve the matter in as timely a manner as possible. Utilicore Corporation may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Utilicore Corporation's end user on behalf of, and at the request of, Utilicore Corporation. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Utilicore Corporation.
2. At the request of Utilicore Corporation, the Company will disconnect a Utilicore Corporation end user customer.
3. All requests by Utilicore Corporation for denial or disconnection of an end user for nonpayment must be in writing.
4. Utilicore Corporation will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Utilicore Corporation when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Utilicore Corporation and/or the end user against any claim, loss or damage arising from providing this information to Utilicore Corporation. It is the responsibility of Utilicore Corporation to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Utilicore Corporation are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Utilicore Corporation of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Utilicore Corporation, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Utilicore Corporation's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If Utilicore Corporation fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Utilicore Corporation to receive notices of noncompliance, discontinue the provision of existing services to Utilicore Corporation at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Utilicore Corporation's noncompliance

continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Utilicore Corporation without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Utilicore Corporation's services will be discontinued. Upon discontinuance of service on a Utilicore Corporation's account, service to Utilicore Corporation's end users will be denied. The Company will also reestablish service at the request of the end user or Utilicore Corporation upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Utilicore Corporation is solely responsible for notifying the end user of the proposed disconnection of the service.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Utilicore Corporation, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Utilicore Corporation for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- B. The Company shall be indemnified and saved harmless by Utilicore Corporation against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Utilicore Corporation.
- C. The Company shall be indemnified, defended and held harmless by Utilicore Corporation and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Utilicore Corporation's or end user's own communications.
 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Utilicore Corporation.
 3. All other claims arising out of an act or omission of Utilicore Corporation or its end user in the course of using services.

- D. Utilicore Corporation accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Utilicore Corporation with respect to any end user of Utilicore Corporation.

X. Treatment of Proprietary and Confidential Information

- A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

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 it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

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

XIV. Governing Law

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

XV. Arm's Length Negotiations

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

XVI. Notices

- A.** Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Utilicore Corporation

CLEC Account Team
3535 Colonnade Parkway
Room E4E1
Birmingham, AL 35243

Tom Beard
2155 Main Street
Sarasota, FL 34237
(941) 957-0173 Fax (941) 955-6586

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

- B.** Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVIII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

Signature on File

BY: _____
Signature

NAME: **Jerry Hendrix**
Printed Name

TITLE: **Director**

DATE: _____

Utilicore Corporation

Signature on File

BY: _____
Signature

NAME: **Thomas M. Beard**
Printed Name

TITLE: **Vice President - Regulatory**

DATE: _____

EXHIBIT A
APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Utilicore Corporation for the purposes of resale to Utilicore Corporation end users shall be available at the following discount off of the retail rate.

DISCOUNT*

| <u>STATE</u> | <u>RESIDENCE</u> | <u>BUSINESS</u> |
|---------------------|-------------------------|------------------------|
| ALABAMA | 17% | 17% |
| FLORIDA | 21.83% | 16.81% |
| GEORGIA | 20.3% | 17.3% |
| KENTUCKY | 16.79% | 15.54% |
| LOUISIANA | 20.72% | 20.72% |
| MISSISSIPPI | 15.75% | 15.75% |
| NORTH CAROLINA | 21.5% | 17.6% |
| SOUTH CAROLINA | 14.8% | 14.8% |
| TENNESSEE** | 16% | 16% |

* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the end user's central office.

** In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC 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%.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

| <u>Element</u> | <u>AL</u> | <u>FL</u> | <u>GA</u> | <u>KY</u> | <u>LA</u> |
|--|------------------|------------------|------------------|------------------|------------------|
| Interactive Ordering and Trouble Maint, Estab, per user | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| Interactive Ordering and Trouble Maint, Estab, per user, NRC | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| OSS Charge per electronic order | \$10.80 | \$10.80 | \$10.80 | \$10.80 | \$9.16 |
| Surcharge for manually placed orders | \$22.00 | \$22.00 | \$22.00 | \$22.00 | \$18.14 |
| | <u>MS</u> | <u>NC</u> | <u>SC</u> | <u>TN</u> | |
| Interactive Ordering and Trouble Maint, Estab, per user | \$50.00 | \$50.00 | \$50.00 | \$50.00 | |
| Interactive Ordering and Trouble Maint, Estab, per user, NRC | \$100.00 | \$100.00 | \$100.00 | \$100.00 | |
| OSS Charge per electronic order | \$10.80 | \$10.80 | \$10.80 | \$10.80 | |
| Surcharge for manually placed orders | \$22.00 | \$22.00 | \$22.00 | \$22.00 | |

EXHIBIT B

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| Type of Service | | AL | | FL | | GA | | KY | | LA | |
|-----------------|------------------------------------|---------|-----------|---------|-----------|---------|-----------|---------|-----------|---------|-----------|
| | | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1 | Grandfathered Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 | Contract Service Arrangements | Note 9 | Note 9 | Yes | Yes | Yes | No | Yes | No | Note 5 | Note 5 |
| 3 | Promotions - > 90 Days | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 4 | Promotions - < 90 Days | Yes | No | Yes | No | Yes | No | No | No | Yes | No |
| 5 | Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 6 | 911/E911 Services (See Note 10) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No |
| 7 | N11 Services (See Note 10) | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No |
| 8 | AdWatch SM (See Note 8) | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 | MemoryCall [®] | 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 |

| Type of Service | | MS | | NC | | SC | | TN | |
|-----------------|------------------------------------|---------|-----------|---------|-----------|---------|-----------|---------|-----------|
| | | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1 | Grandfathered Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 | Contract Service Arrangements | Note 5 | Note 5 | Note 6 | Note 6 | Yes | No | Yes | Yes |
| 3 | Promotions - > 90 Days | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 3 |
| 4 | Promotions - < 90 Days | Yes | No | No | No | Yes | No | No | No |
| 5 | Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 4 |
| 6 | 911/E911 Services (See Note 10) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 7 | N11 Services (See Note 10) | No | No | No | No | Yes | Yes | Yes | Yes |
| 8 | AdWatch SM (See Note 8) | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 | MemoryCall [®] | 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 |

Applicable Notes:

- Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 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 Tennessee, Utilicore Corporation shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Utilicore Corporation 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. Utilicore Corporation 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 Utilicore Corporation may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- In Louisiana and Mississippi, all **Contract Service Arrangements** entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.

EXHIBIT B

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- 6 In North Carolina, **Contract Service Arrangements** entered into by BellSouth before 4/15/97, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.
- 7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 8 AdWatchSM is tarified as BellSouth[®] AIN Virtual Number Call Detail Service
- 9 In Alabama, **Contract Service Arrangements** entered into prior to 2/6/97 are not available for resale. CSAs entered into between 2/6/97 and 5/13/97 are available for resale without a discount to the same client to whom the CSA is applicable. CSAs entered into effective 5/14/97 and later are available for resale with a discount to the same client to whom the CSA is applicable.
- 10 Exclusions for **N11/911/E911** are also applicable to equipment associated with the service