

**BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION**

In Re: **Petition of**)
 LEVEL 3 COMMUNICATIONS, LLC)
 For Arbitration Pursuant to Section)
 252(b) of the Communications Act of)
 1934, as amended by the)
 Telecommunications Act of 1996, for)
 Rates, Terms, and Conditions of its)
 Interconnection Agreement with)
 BellSouth Telecommunications, Inc.)

Docket No. 2004-00055

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PETITION FOR ARBITRATION

Level 3 Communications, LLC (“Level 3”) by its undersigned attorneys, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”), 47 U.S.C. § 252(b) petitions the Kentucky Public Service Commission (“Commission”) for arbitration of the unresolved issues arising out of the interconnection negotiations between Level 3 and BellSouth Telecommunications, Inc. (“BellSouth”) (collectively, the “Parties”). Level 3 requests that the Commission resolve each of the issues identified in this Petition by ordering the Parties to incorporate Level 3’s position into an interconnection agreement.

In support of this Petition, and in accordance with Section 252(b) Level 3 states as follows:

I. THE PARTIES

1. Level 3, a telecommunications provider as defined by the Act, is a facilities-based competitive local exchange carrier (“CLEC”). Level 3 is a Delaware limited liability company with its principal place of business at 1025 Eldorado Boulevard, Broomfield, Colorado, 80021.

Level 3 is authorized to provide all forms of competitive local exchange and interexchange telecommunications services throughout the Commonwealth of Kentucky.¹

2. All correspondence, notices, inquiries, and orders regarding this Petition should be served on the following individuals:

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Director – Intercarrier Policy
Level 3 Communications, LLC
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¹ Level 3 Communications, LLC has authority to provide competitive local exchange and interexchange telecommunications services throughout the Commonwealth of Kentucky by virtue of the tariffs it filed with this Commission on September 15, 1998 in compliance with the Commission's orders in Administrative Cases 359 and 370. Administrative Case No. 359, *Exemptions for Interexchange Carriers, Long Distance Resellers, Operator Services Providers and Customer Owned Coin Operated Telephones*, Order dated June 21, 1996. Administrative Case No. 370, *Exemptions for Providers of Local Exchange Service other than Incumbent Local Exchange Carriers*, Order dated January 8, 1998.

3. BellSouth is an incumbent local exchange carrier (“ILEC”), authorized to provide local exchange services by the Kentucky Public Service Commission in the portions of the Commonwealth of Kentucky where it operates. Within this operating territory, BellSouth has at all relevant times been an ILEC as that term is defined in Section 251(h) of the Act, 47 U.S.C. § 251(h).

4. During the negotiations with BellSouth, the primary contacts for BellSouth have been:

Michael D. Karno, Attorney
675 W. Peachtree Street, NE
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and

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II. THE INTERCONNECTION NEGOTIATIONS AND RESOLVED ISSUES

5. Level 3 and BellSouth began negotiations toward a successor agreement on September 13, 2003. A copy of the letter memorializing the starting date of negotiations is attached as Exhibit A. The arbitration window opened on January 26, 2004 and closes February 20, 2004. This Petition is timely filed within the arbitration window. In an effort to reach a mutually agreeable successor to their expiring interconnection agreement, Level 3 and BellSouth have negotiated in good faith on numerous occasions and exchanged correspondence with

respect to the proposed contract. While the Parties have reached agreement on many provisions of the contract, some issues remain in dispute. The Parties have not resolved many differences over contract language and policy issues, some of them substantial and critical to Level 3's business plans, some of them important to ensure that the agreement is commercially reasonable and in compliance with applicable law, and some of them textual and definitional clarifications and reconciliations. Thus, Level 3 seeks arbitration of the remaining disputes with BellSouth. Level 3 will continue negotiating with BellSouth in good faith after this Petition is filed, and hopes that many of these issues can be resolved prior to any arbitration hearing. To facilitate resolution of these issues, Level 3 will participate in Commission-led mediation sessions, if available.

6. Level 3 has attached hereto as Exhibit B the interconnection agreement with the comprehensive redlines showing those matters that are at issue here. The agreement includes both the outstanding unresolved issues and the many new contract provisions on which the Parties have already reached agreement. Text appearing in Exhibit B in normal type represents those matters on which Level 3 understands the Parties to be in agreement.² The bold text in Exhibit B represents Level 3's proposals; the bold, italicized text represents BellSouth's proposed language.

7. The Parties have resolved all issues and negotiated contract language to govern the Parties' relationship with respect to collocation, numbering, disaster recovery, rights-of-way, performance measurements, and pre-ordering, ordering, provisioning, maintenance and repair. These negotiated portions of the Agreement are included in Exhibit B. Except for the dispute

² To the extent that BellSouth asserts in any response that any of the matters that Level 3 understands to be and has identified as resolved are in fact open issues, Level 3 reserves the right to present its position with respect to such matters as part of this arbitration.

concerning rates for ordering charges for interconnection facilities and the exchange of Section 251(b)(5) traffic (Enhanced Applications Traffic as defined herein) and ISP-bound Traffic, the Parties have also agreed to the rates BellSouth generally offers all competitive local exchange carriers³

III. JURISDICTION

8. Under the Act, parties negotiating for interconnection, access to unbundled network elements, or resale of services within a particular state may petition the state commission for arbitration of any unresolved issues during the 135th to the 160th day of such negotiations. 47 U.S.C. § 252(b). The statutorily prescribed period for arbitration expires on February 20, 2004. Accordingly, Level 3 files this Petition with the Commission on this date to preserve its rights under Section 252(b) of the Act and to seek relief from the Commission in resolving the outstanding disputes between the Parties. Pursuant to Section 252(b)(4)(C) of the Act, this arbitration is to be concluded on or about June 13, 2004.

IV. APPLICABLE LEGAL STANDARDS

9. This arbitration must be resolved under the standards established in Sections 251 and 252 of the Act, the rules adopted and orders issued by the Federal Communications Commission ("FCC") in implementing the Act, and the applicable rules and orders of this Commission. Section 252 of the Act requires that a state commission resolving open issues through arbitration:

³ Level 3 has accepted the BellSouth-proposed rates on the basis of BellSouth's representation that these rates are the rates generally offered to all competitive LECs and consistent with the Commission's orders approving BellSouth's rates. To the extent Level 3 determines that the rates are not those generally offered to other competitive LECs, or are inconsistent with the rates ordered by this Commission, Level 3 reserves its right to contest such rates.

ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the [FCC] pursuant to section 251; [and]

establish any rates for interconnection, services, or network elements according to subsection (d) [of section 252].

10. The Commission should make an affirmative finding that the rates, terms, and conditions that it prescribes in this arbitration proceeding are consistent with the requirements of Sections 251(b) and (c) and 252(d) of the Act.

V. UNRESOLVED ISSUES

This portion of the Petition is divided into three sections. The first section summarizes the most substantive, critical business issues that Level 3 categorizes as “Tier I Issues.” The second section summarizes the remaining substantive issues that must be resolved in order for the agreement to be consistent with applicable law, commercially reasonable, and certain in effect. Level 3 categorizes these issues as “Tier II Issues.” For the Tier I and II Issues, Level 3 provides: (i) a list of the unresolved issues, referencing the section numbers in Exhibit B hereto for each provision at issue; (ii) a summary of what Level 3 understands to be each Party's position with respect to each such issue (where known), including, where applicable, a statement of the last offer made by each Party; and (iii) a brief statement for each issue describing the legal and/or factual basis supporting Level 3's proposed resolution and the conditions necessary to achieve the proposed resolution. Finally, Level 3 summarizes in the last section those issues in the Agreement that must be reconciled so that the Agreement is clear, consistent, commercially reasonable and consistent with applicable law. For these “Tier III Issues,” Level 3 references the section numbers in Exhibit B hereto for each provision at issue and briefly summarizes each Party's position.

A. TIER I ISSUES

In this section of its Petition, Level 3 asks the Commission to provide operating certainty concerning the exchange of certain traffic between two common carriers, BellSouth and Level 3. These important operational issues relate to whether BellSouth can shift its originating transport obligations to Level 3 and how the Parties will compensate each other for the exchange of traffic.

The FCC “rules of the road” for interconnection permit Level 3 to select a single interconnection point per Local Access and Transport Area (“LATA”) and require BellSouth to deliver traffic originated by its own customers to that interconnection point at no charge to Level 3.⁴ While BellSouth has nominally agreed to a single interconnection point per LATA, its

⁴ See, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, at ¶¶ 1042, 1062 (1996) (“*Local Competition Order*”); *Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, CC Docket No. 00-65, Memorandum Opinion and Order, FCC 00-238, at ¶ 78 (rel. Jun. 30, 2000) (“*Texas 271*”); *TSR Wireless, LLC et al. v. U S West Communications, Inc., et al.*, File Nos. E-98-13, E-98-15, E-98-16, E-98-17, E-98-18, Memorandum Opinion and Order (rel. Jun. 21, 2000) (“*TSR Wireless*”), *aff’d*, *Qwest Corp. et al. v. FCC et al.*, 252 F.3d 462 (D.C. Cir. 2001); *Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, FCC 01-132, at ¶¶ 72, 112 (rel. April 27, 2001) (“*Intercarrier Compensation NPRM*”); *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc., and for Expedited Arbitration*, CC Docket No. 00-218, Memorandum Opinion and Order, at ¶ 52 (Wireline Comp. Bureau, rel. July 17, 2002) (“*Federal Arbitration Order*”). Five federal Circuit Courts of Appeals have also upheld the FCC’s “rules of the road” for interconnection. *Mountain Comms. Inc. v. F.C.C.*, No. 02-1255 slip op. at 10 (D.C. Cir. Jan. 16, 2004) (holding that FCC decision requiring CLEC to pay for transporting ILEC traffic to a single POI was arbitrary and capricious in that it directly contradicted, without explanation, prior FCC decision that ILEC could not charge for delivering traffic to single POI); *Southwestern Bell Tel. Co. v. Pub. Utils. Comm’n of Tex.*, 348 F.3d 482, 485 (5th Cir. 2003) (affirming lower court grant of summary judgment that CLEC may choose any technically feasible point for interconnection and may not be charged for delivery of ILEC traffic to that POI); *MCI Metro Access Transmission Servs., Inc. v. BellSouth Telecomms., Inc.*, No. 03-1238 Slip Op. at 14 (4th Cir. 2003) (reversing lower court grant of summary judgment for ILEC, finding that district court erred in concluding that the ILEC could charge the CLEC for the cost of transporting local calls originating on the ILEC network, as FCC rules unequivocally prohibit such charges and allowed

“agreement” is really a fig leaf that cannot hide its attempts to escape its originating transport responsibilities. Throughout Attachment 3, BellSouth seeks to undermine this “agreement” by imposing costs on Level 3 for transporting traffic that is originated by BellSouth’s own customers to the interconnection point. BellSouth also seeks to avoid its obligation to compensate Level 3 for terminating traffic originated by BellSouth’s customers. Although these aspects of interconnection and intercarrier compensation are well-settled law, BellSouth nevertheless seeks to avoid the law and impose unlawful and unwarranted costs on its competitor, Level 3. Level 3 therefore seeks Commission arbitration to affirm its rights under federal law.

ISSUE ONE: **Originating Transport Responsibility**

Statement of the Issue: Is each Party required to bear financial responsibility for delivering its originating traffic to the interconnection point selected by Level 3?

Applicable Contract Provisions: Attachment 3, Sections 3.3.3, 4.3, 4.7.

Level 3’s Position

Yes. Each Party is financially responsible for delivering its originating traffic to the interconnection point selected by Level 3.

BellSouth’s Position

No. If the Parties establish a single interconnection point in a LATA, Level 3 must bear the cost of delivering traffic originated by BellSouth’s own customers and carried over BellSouth’s network to the single interconnection point. Moreover, Level 3 must pay ordering charges from BellSouth’s access charge tariff, not the mandated Section 252(d) cost-based, rates

no exceptions); *MCI Telecomms. Corp. v. Bell Atl. – Pa.*, 271 F.3d 491, 517 (3rd Cir. 2001) (holding that a state commission may not require CLEC to interconnect at other than the CLEC selected, technically feasible point, stating that to require otherwise “would be inconsistent with the policy behind the Act.”); *US West Comms. V. MFS Intelenet, Inc.*, 193 F.3d 1112, 1124 (9th Cir. 1999) (affirming lower court decision permitting single point of interconnection).

for ordering charges related to the BellSouth facilities used to carry BellSouth's originating traffic to the interconnection point.

Basis for Level 3's Position

Level 3's proposal to resolve Issue 1 is consistent with federal statutes, FCC regulations and federal circuit court caselaw interpreting such laws and regulations. The FCC "rules of the road" for interconnection permit Level 3 to select a single interconnection point per LATA and require BellSouth to deliver traffic originating on its network to that interconnection point at no charge to Level 3.⁵ BellSouth has nominally agreed to a single interconnection point per LATA. However, BellSouth attempts to penalize Level 3 for exercising its right to establish a single interconnection point per LATA by shifting BellSouth's federally-recognized responsibility for its own originating transport costs to Level 3. Because BellSouth's transport penalty is prohibited by law, the Commission should adopt Level 3's position.

FCC Rule 51.703(b) incorporates the second "rule of the road"—the principle that the originating carrier is financially responsible for delivering its traffic to the interconnection point:

A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network.⁶

As is well settled law, a LEC's costs of delivering its originating traffic to the network of a co-carrier are recovered through the LEC's end users' rates.⁷ Thus, BellSouth is responsible for routing the call from its own customers to the interconnection point and must absorb all costs associated with the origination of traffic on BellSouth's side of the network. Requiring the originating LEC to bear the costs of delivering its originating traffic to the interconnection point

⁵ *Id.*

⁶ 47 C.F.R. § 51.703(b).

⁷ *TSR Wireless*, at ¶ 34.

selected by the CLEC, and to compensate the terminating LEC for the transport and termination functions it performs, is consistent with the current calling-party's-network-pays ("CPNP") regime.⁸ In short, BellSouth must "look to" its local end user customers to recover the costs of calls they make, not to Level 3.⁹ Such treatment would then be reciprocal as, Level 3 must bear the cost of delivering to the interconnection point any traffic originated by its local customers.

Not only does BellSouth seek to shift its responsibility for originating transport costs to Level 3, it also seeks to impose above-cost, access tariff-based ordering charges on Level 3 for the facilities BellSouth deploys in its network. Because Section 252(d)(1) requires cost-based rates for interconnection, BellSouth may not impose these non-cost-based tariff charges on Level 3.¹⁰ The Commission should therefore adopt Level 3's language and require BellSouth to include in the Agreement ordering charges that reflect TELRIC to comply with the Act's pricing requirements.

While it is not appropriate for BellSouth to charge Level 3 ordering charges for facilities used to carry BellSouth's originating traffic, Level 3 recognizes its reciprocal compensation obligation to compensate BellSouth for that portion of facilities on BellSouth's side of the interconnection point used to carry Level 3's originating traffic. Therefore, Level 3 is willing to pay a portion of the ordering charges for two-way facilities used to carry both parties' traffic. However, those charges must comply with the Act's pricing requirements in Section 252(d). Because Level 3's position complies with federal law and BellSouth's does not, the Commission should adopt Level 3's contract language.

⁸ *Inter-carrier Compensation NPRM*, at ¶ 9.

⁹ *Qwest Corp. et al. v. FCC et al*, 252 F.3d 462, 468 (D.C. Cir. 2001).

¹⁰ The relevant standard for cost-based rates under the Act is Total Element Long Run Incremental Costs (TELRIC). The access charge-based rates advocated by BellSouth have not been established based on TELRIC.

ISSUE TWO: **Enhanced Applications Traffic - VoIP Traffic**

Statement of the Issue: May BellSouth unilaterally define switched access traffic to include all Enhanced Applications Traffic (“EAT”), including VoIP, Traffic, of the customers of Level 3 regardless of how such traffic is classified under federal law?

Applicable Contract Sections: Attachment 3, Section 7.4.1.

Level 3’s Position

No. BellSouth’s position ignores the distinction between the treatment of information services traffic (“Enhanced Applications Traffic” or “EAT”) and telecommunication services traffic under federal law. Under current federal law, Enhanced Applications Traffic, such as VoIP, does not have imposed upon it access charges and thus enhanced service providers (“ESPs”) do not pay access charges. ESPs are entitled to purchase from carriers such as Level 3 local access to the public switched telecommunications network “PSTN” to originate and terminate EAT. Therefore, for purposes of intercarrier compensation, the traffic of those ESP customers of Level 3 are treated in the same manner as any other business customer of local services. If Enhanced Applications Traffic, such as VoIP, is originated by or terminated to an ESP provider, both Level 3 and BellSouth are entitled to cost-based reciprocal compensation for terminating such VoIP Traffic, not access charges.

BellSouth’s Position

Yes. Regardless of whether the classification of Enhanced Applications Traffic, such as VoIP Traffic, is an information or telecommunications service, if it originates in one LATA and terminates in another LATA, it should be subject to above-cost access charges, not cost-based interconnection charges.

Basis for Level 3’s Position

For more than twenty years, the FCC has made a regulatory distinction between basic (or telecommunications) and enhanced (or information) services. Congress codified this distinction in the 1996 Act and determined that encouraging the development of Internet services unfettered from regulation is national policy. The FCC's ESP exemption furthers that national policy and is responsible for enabling the Internet to grow from a limited, scientific and governmental communications network to the ubiquitous, open, interoperable network that all Americans enjoy today.

In 1998, in its *Report to Congress*,¹¹ the FCC reviewed a new application that is commonly referred to as Internet telephony, Internet Protocol ("IP") telephony, or voice over IP ("VoIP"). In the *Report to Congress*, the FCC declined to find that any form of VoIP was a telecommunications service subject to common carrier regulation. Although the FCC tentatively established a four-prong definition of a phone-to-phone VoIP application that bears characteristics of a telecommunications service, it refused to classify even this hypothetical application as such. Since the *Report to Congress*, the FCC has consistently and steadfastly refused to impose legacy, above-cost access charges on VoIP applications.¹² This Enhanced Applications traffic such as VoIP is subject to cost-based, 251(b)(5) reciprocal compensation.

BellSouth ignores federal law and seeks to impose access charges upon carriers such as Level 3 who provide interconnection services ESP applications such as VoIP. BellSouth defines switched access traffic to include all forms of VoIP applications. Because ILECs such as BellSouth are ignoring federal law and attempting to impose access charges in violation of the

¹¹ *Federal-State Joint Board on Universal Service, Report to Congress*, 13 FCC Rcd. 11501 (1998) ("*Report to Congress*").

¹² *Report to Congress*, at ¶¶ 88-89.

FCC's ESP exemption, Level 3 has filed a forbearance petition with the FCC requesting that it remove any possible doubt concerning application of its ESP exemption to ESP Enhanced Applications traffic such as VoIP Traffic. The FCC must act on Level 3's forbearance petition no later than March 23, 2005. Once the FCC acts on Level 3's petition, the Parties will incorporate the results of that decision into the interconnection agreement through the change in law process. Pending the FCC decision, however, the Commission should adopt the position advocated by Level 3 as it is consistent with current federal policy.

Beyond the regulatory framework that supports adopting Level 3's contract language, sound public policy – the encouragement of economic growth, support for the expansion of broadband facilities and deployment of new, innovative advanced services throughout the Commonwealth, and the benefits of true competition — demand that BellSouth's proposed language be rejected. Adopting the position advocated by BellSouth would encumber the new and innovative capabilities inherent in VOIP with the burden of archaic pricing policies thwarting the development of this new technology which promises to revolutionize how people communicate and interact and which has the potential of expanding job opportunities for people in rural areas throughout Kentucky. The demands of the rapidly evolving technology and network underlying the Internet requires that the language proposed by Level 3 be adopted to provide operating and market certainty and promote competition in the provision of local services to ESP VoIP application providers.

ISSUE THREE: Compensation For Locally-dialed ISP-Bound Traffic

Statement of the Issue: Does the FCC's *ISP Remand Order* establish compensation for all locally dialed ISP-bound traffic?

Applicable Contract Sections: Attachment 3, Sections 7.1.2.

Level 3's Position

Yes. The FCC's *ISP Remand Order* governs the intercarrier compensation regime for all locally dialed ISP-bound traffic.

BellSouth's Position

No. Pursuant to the *ISP Remand Order*, intercarrier compensation is due for ISP-bound traffic only if that traffic involves a call originated by a calling party in one LATA to an ISP server or modem in the same LATA.

Basis for Level 3's Position

In its April 2001 *ISP Remand Order* the FCC asserted exclusive jurisdiction over compensation issues related to ISP-bound traffic.¹³ In the *ISP Remand Order*, the FCC ruled that traffic to ISPs was excluded from the reciprocal compensation requirements of Section 251(b)(5) by operation of Section 251(g) of the Act.¹⁴ Further, under its authority to preempt the authority of states over intrastate communications recognized in *Louisiana PSC v. FCC*,¹⁵ the FCC held that state commissions no longer had jurisdiction to address the issue of intercarrier compensation for ISP-bound traffic.¹⁶ Thus, going forward, the FCC has sole authority to address all questions relating to intercarrier compensation for the exchange of ISP-bound traffic. Level 3's position is that it is entitled to intercarrier compensation under the FCC's regime for all locally-dialed ISP-bound traffic.

¹³ Although the U. S. Court of Appeals for the D.C. Circuit remanded the *ISP Remand Order* to the FCC for further consideration, the Court did not vacate the Order, leaving the federal compensation regime in place while the FCC deliberates the issue once again. *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Accordingly, even though the legal rationale supporting the basis for the FCC to promulgate its federal compensation regime has been rejected, the federal compensation regime itself remains intact and applies in this case.

¹⁴ *ISP Remand Order*, at ¶ 46. This aspect of the *ISP Remand Order* was rejected by the D.C. Circuit. *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

¹⁵ *Louisiana PSC v. FCC*, 476 U.S. 355, 106 S. Ct. 1890 (1986).

¹⁶ *ISP Remand Order*, at ¶ 82.

For the purposes of this Agreement, the Parties have agreed that all calls within a LATA will be treated as “local” and access charges will not apply. On the one hand, BellSouth acknowledges that if the modem bank is within a particular LATA and the call terminates in that LATA, the call is interstate and the FCC has preempted the Commission’s jurisdiction to set compensation. Yet BellSouth also contends that if the modem bank is physically located outside of the LATA to which the ISP’s telephone number is assigned, the call is intrastate and the Commission has jurisdiction to impose bill and keep. BellSouth is wrong on both assertions. The FCC did *not* distinguish “local” ISP-bound traffic from “non-local” ISP-bound traffic. In fact, the FCC repudiated its earlier distinction between “local” and “non-local” for all traffic:

This analysis differs from our analysis in the *Local Competition Order*, in which we attempted to describe the universe of traffic that falls within subsection [251](b)(5) as all “local” traffic. We also refrain from generally describing traffic as “local” traffic because the term “local,” not being a statutorily defined category, is particularly susceptible to varying meanings, and significantly, is not a term used in section 251(b)(5) or section 251(g).¹⁷

Instead, the *ISP Remand Order* makes clear that the new federal regime applies to **all** ISP-bound traffic: “We conclude that this definition of ‘information access’ was meant to include **all access traffic** that was routed by a LEC ‘to or from’ providers of information services, of which ISPs are a subset.”¹⁸ Nowhere does the *Order* limit its regime to “local” ISP-bound traffic.

The FCC was fully aware that CLECs were using foreign exchange-like (“FX-like”) arrangements to serve ISPs long before the *ISP Remand Order* was released. Several carriers—both ILECs and CLECs, including Level 3—asked the FCC to include FX-like traffic within the scope of the order.¹⁹ Several state commissions have recognized that the *ISP Remand Order*

¹⁷ *ISP Remand Order*, at ¶ 34.

¹⁸ *ISP Remand Order*, at ¶ 44 (emphasis added).

¹⁹ *See ex parte* filings in FCC CC Docket No. 99-68: Letter dated March 28, 2001 from Gary L. Phillips, SBC Telecommunications, Inc., to Dorothy Attwood, Chief, Common Carrier

addressed all ISP-bound traffic, including traffic to ISPs that do not have a modem bank in the LATA and use FX-like arrangements.²⁰ An Arbitration Panel of the Texas Public Utility Commission has also considered the issue, and specifically addressed a position similar to the one taken by BellSouth in this proceeding. The Texas Arbitrators rejected the argument that “the ISP Remand Order does not apply to all types of ISP-bound traffic, but only to ISP traffic

Bureau, Federal Communications Commission, at 3; Letter dated March 7, 2001 from Susanne Guyer, Verizon, to Dorothy Attwood, at 2-3; Letter dated December 13, 2000 from John T. Nakahata, Counsel to Level 3 Communications, to Magalie Roman Salas, Secretary, Federal Communications Commission, at 1.

²⁰ See *Essex Telecom, Inc. v. Gallatin River Communications, L.L.C.*, Docket No. 01-0427, Order, at 8 (Ill. C.C. July 24, 2002) (“with the adoption of the ISP Remand Order, the Commission has been divested of jurisdiction to determine compensation issues as they relate to ISP bound calls.”); accord, *Global NAPs, Inc. (U-6449-C) Petition for Arbitration of an Interconnection Agreement with Pacific Bell Telephone Company Pursuant to Section 252(b) of the Telecommunications Act of 1996*, A.01-11-045, A.01-12-026, Opinion Adopting Final Arbitrator’s Report With Modification (Cal. PUC July 5, 2002); *Investigation as to Whether Certain Calls are Local*, DT 00-223, *Independent Telephone Companies and Competitive Local Exchange Carriers – Local Calling Areas*, DT 00-054, Final Order, Order No. 24,080 (NH PUC Oct. 28, 2002); *Level 3 Communications, LLC Petition for Arbitration Pursuant to 47 U.S.C. Section 252 of Interconnection Rates, Terms, and Conditions*, Docket No. 05-MA-130, Order Approving an Interconnection Agreement, at 8-9 (Wisc. P.S.C. Feb. 13, 2003); *Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC and CenturyTel of Washington, Inc.*, Docket No. UT-023043, Seventh Supplemental Order: Affirming Arbitrator’s Report and Decision, at 2-4 (Wash. U.T.C. Feb. 27, 2003); *Investigation into the Use of Virtual NPA/NXX Calling Patterns*, UM 1058, Order (Ore. PUC May 27, 2003), rehearing denied, Order (Ore. PUC Sep. 16, 2003); *Allegiance Telecom of Ohio, Inc.’s Petition for Arbitration of Interconnection Rates, Terms, and Conditions, and Related Arrangements with Ameritech Ohio*, Case No. 01-724-TP-ARB, Arbitration Award, at 9 (PUC Ohio Oct. 4, 2001) (“The Commission agrees . . . that all calls to FX/virtual NXX [numbers] that are also ISP-bound are subject to the inter-carrier compensation regime set forth in the ISP Remand Order.”); *Petition of Global NAPs, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with United Telephone Company of Ohio dba Sprint*, Case Nos. 01-2811-TP-ARB, 01-3096-TP-ARB (PUC Ohio May 9, 2002); *DPUC Investigation of the Payment of Mutual Compensation for Local Calls Carried Over Foreign Exchange Service Facilities*, Dkt. No. 01-01-29, at 41-2 (Conn. DPUC Jan. 30, 2002) (“intercarrier compensation for ISP-bound traffic is within the jurisdiction of the FCC and that on a going forward basis, the Department has been preempted from addressing the issue beyond the effective date of the ISP Order [June 14, 2001].”); *TDS Metrocom, Inc.*, Case No. U-12952, Opinion and Order (Mich. PSC Sept. 7, 2001) (with respect to FX-like traffic, the ISP Remand Order “takes care of ISP traffic.”).

that originates and terminates in the same local calling area.”²¹ Because the FCC had said ISP-bound traffic was subject to Section 251(g) rather than Section 251(b)(5), all compensation for it was governed by the FCC’s rules adopted under its Section 201 authority.²² The Florida Commission also issued a decision regarding this issue stating that “due to the FCC’s recent *ISP Remand Order*, which removes ISP-bound traffic from state jurisdiction, this issue is limited to intercarrier compensation arrangements for traffic that is delivered to non-ISP customers.”²³

Because the FCC has exclusive jurisdiction over locally-dialed calls to ISPs, regardless of whether the ISP has equipment in the LATA and is served through an FX-like arrangement, the Commission should adopt Level 3’s position and apply the FCC’s interim compensation regime to all locally-dialed ISP-bound traffic.

ISSUE FOUR: Compensation For ISP-bound traffic From January 1, 2004 Until The Effective Date Of A Subsequent Agreement

Statement of the Issue: Does the Amendment to the Parties’ existing interconnection agreement executed on December 24, 2003, provide that the intercarrier compensation rate for ISP-bound traffic is \$0.001 per minute of use (“MOU”) from January 1, 2004 until the effective date of a subsequent agreement?

Applicable Contract Sections: Existing Agreement, Attachment 3, Sections 5.1.2, 5.1.3; Amendment, dated Dec. 24, 2003, Sections 2.2, 3; New Attachment 3, Sections 7.1.4.

Level 3’s Position

Yes. Pursuant to the Amendment to the Parties’ existing interconnection agreement, executed on December 24, 2003 (“Amendment”) the intercarrier compensation rate for ISP-

²¹ *Consolidated Complaints and Requests for Post-Interconnection Dispute Resolution Regarding Intercarrier Compensation for “FX-Type” Traffic Against Southwestern Bell Telephone Company*, PUC Docket No. 241015, Revised Arbitration Award, 31 (Tex. PUC Aug. 28, 2002).

²² *Id.*

²³ *Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996*, Docket No. 000075-TP, Order on Reciprocal Compensation, Phases II and IIA, Order No. PSC-02-1248-FOF-TP, 26 (Fla. PSC Spet. 10, 2002).

bound traffic is \$0.001 per MOU commencing on January 1, 2004 until the effective date of a subsequent agreement entered into by the Parties.²⁴

BellSouth's Position

No. BellSouth believes that the rate should be \$0.0007.

Basis for Level 3's Position

Section 2.2 of the Amendment provides that “[i]f as of the expiration of this Agreement a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated or arbitrated.” In addition Section 3 of the Amendment provides that except for provisions that were expressly modified in the Amendment, such as the collocation provisions, “[a]ll other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.” In short, the Parties agreed in the Amendment that the terms of the Parties’ existing agreement that were not modified by the Amendment, including the terms regarding intercarrier compensation, would remain in effect until the effective date of a subsequent agreement.

Under Section 5.1.3 of the existing interconnection agreement, the Parties agreed to compensate each other for termination of ISP-bound traffic “at the same per minute of use rates set forth in Section 5.1.2” for Local Traffic. Pursuant to Section 5.1.2, the rate that was in effect on December 24, 2003 (the date of the Amendment) was \$0.001 per MOU. Thus, the intercarrier compensation rate for ISP-bound traffic and Local Traffic from January 1, 2004 until the effective date of a subsequent agreement (the “Evergreen Period”) is \$0.001 per MOU as established in Sections 5.1.2 and 5.1.3 of the Agreement. BellSouth now seeks to renege on the Parties’ bargain as memorialized in the Amendment and use a rate of \$0.0007 for the exchange

²⁴ The Amendment and relevant provisions of the Existing Agreement are attached hereto as Exhibit C.

of ISP-bound traffic during this Evergreen Period. The Commission should not permit BellSouth to evade the terms of the Amendment and should adopt Level 3's proposed contract language.

ISSUE FIVE: **Amount of Minutes Of ISP-bound traffic Subject to Intercarrier Compensation For 2004 and Subsequent Years**

Statement of the Issue: Does the FCC's *ISP Remand Order* impose a growth cap on the total MOU of ISP-bound traffic for which intercarrier compensation is due for the year 2004 and subsequent years?

Applicable Contract Sections: Attachment 3, Sections 7.1.4, 7.1.5.

Level 3's Position

No. Although, the FCC's *ISP Remand Order* establishes a growth cap on the total MOU of ISP-bound traffic for which intercarrier compensation is due for 2001, 2002, and 2003, the *ISP Remand Order* on its face does not set a growth cap for 2004. Accordingly, there is no cap on the ISP-bound traffic MOU that are subject to intercarrier compensation under the FCC's regime in 2004 and subsequent years. Intercarrier compensation is due for all ISP-bound traffic MOU terminated by a Party in year 2004 and subsequent years.

BellSouth's Position

Yes. The amount of traffic, in BellSouth's view, for which compensation is due is equal to a ceiling equal to a ten percent growth factor added to, on an annualized basis, the number of ISP-bound traffic MOU for which the terminating Party was entitled to compensation during the first quarter of 2001, plus an additional ten percent.

Basis for Level 3's Position

In the *ISP Remand Order*, the FCC asserted exclusive jurisdiction over compensation issues related to ISP-bound traffic on a going forward basis. In that Order, the FCC ruled that traffic to ISPs was excluded from the reciprocal compensation requirements of Section 251(b)(5)

by operation of Section 251(g) of the Act.²⁵ As discussed more fully above, the FCC then adopted an intercarrier compensation regime for ISP-bound traffic that relies in part on state-set rates for ISP-bound traffic and established a rebuttable presumption that traffic above a ratio of 3:1 terminating to originating traffic is ISP-bound traffic. Under the FCC's interim intercarrier compensation regime, traffic above the 3:1 ratio will be capped at \$0.0015/MOU for 6 months from the effective date of the Order; at \$0.0010 /MOU for the next 18 months; and at \$0.0007/MOU for 36 months from the effective date of the Order "or until further Commission action (whichever is later)."²⁶

The FCC's interim intercarrier compensation regime also established a growth cap applicable to ISP-bound traffic for the years 2001, 2002, and 2003, but not for 2004 and beyond. Specifically, the FCC stated:

In addition to the rate caps, we will impose a cap on total ISP-bound minutes for which a LEC may receive this compensation. For the year 2001, a LEC may receive compensation, pursuant to a particular interconnection agreement, for ISP-bound minutes up to a ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which that LEC was entitled to compensation under that agreement during the first quarter of 2001, plus a ten percent growth factor. For 2002, a LEC may receive compensation, pursuant to a particular interconnection agreement, for ISP-bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that agreement in 2001, plus another ten percent growth factor. In 2003, a LEC may receive compensation, pursuant to a particular interconnection agreement, for ISP-bound minutes up to a ceiling equal to the 2002 ceiling applicable to that agreement.²⁷

Significantly, the FCC did not establish a growth cap on ISP-bound traffic for 2004 and subsequent years in this passage or anywhere else in the *ISP Remand Order* or any other FCC

²⁵ *ISP Remand Order*, at ¶ 46. This holding of the *ISP Remand Order* was rejected by the D.C. Circuit Court of Appeals.

²⁶ *ISP Remand Order*, at ¶ 78.

²⁷ *Id.*

Order. Thus, on its face, the *ISP Remand Order* does not establish a growth cap on compensation for ISP-bound traffic and compensation is due for all such MOU starting in 2004.

The FCC's intention in the *ISP Remand Order* not to impose a growth cap on ISP-bound traffic for 2004 and beyond is particularly self-evident when the language establishing the growth caps for earlier years is contrasted with the language in the same paragraph establishing the rate caps for all years. As noted above, the FCC unequivocally stated in the *ISP Remand Order* that the \$0.0007 rate cap for ISP-bound traffic starts "in the twenty-fifth month, and continue[s] through the thirty-sixth month or until further [FCC] action (whichever is later)."²⁸ Obviously, the FCC knows how to impose a cap for subsequent years when it desires to do so (as it clearly did for the rate cap in the same paragraph). The FCC did not, however, state that the growth cap would remain in place until further FCC action. Thus, under the plain meaning of the *ISP Remand Order*, the FCC did not impose a growth cap on ISP-bound traffic for the year 2004 and beyond.

BellSouth's proposed language is inconsistent with the plain meaning of the *ISP Remand Order* because it purports to impose a growth cap for the year 2004 until the expiration of the agreement. Level 3's proposed language is consistent with the *ISP Remand Order* because it does not impose any such growth cap. The Commission should therefore reject BellSouth's position and adopt Level 3's position.

ISSUE SIX: Recurring Charges For SS7 Signal Messaging

Statement of the Issue: Where a Party provides elements of its own SS7 network (or leases elements from a third party provider), should the other Party be precluded from imposing recurring charges for SS7 signal messages for intraLATA traffic exchanged under the agreement?

Applicable Contract Sections: Attachment 3, Section 5.2.

²⁸ *ISP Remand Order*, at ¶ 78.

Level 3's Position

Yes. SS7 Integrated Services Digital Network User Part ("ISUP") messages are an integral part of call set-up and switching functionality. BellSouth's separate SS7 message charge should be rejected as anti-competitive because it shifts some of BellSouth's costs to its competitors, imposes unnecessary costs on its competitors, and violates rules mandating that the originating Party bears financial responsibility for delivering its traffic to the interconnection point.

BellSouth's Position

No. BellSouth has not responded to Level 3's proposed language. Accordingly, BellSouth's position and rationale is unknown.

Basis for Level 3's Position

SS7 ISUP messages are an integral part of call set-up and switching functionality. The Service Switching Point ("SSP") is typically the part of the LEC's local switch that generates the signaling messages that are used to set-up or tear down a call and are transported through the remaining components of the SS7 network.²⁹ Each SSP has a unique address in the SS7 network that is identified through a point code assignment. The SS7 network, in turn, ensures that the SS7 messages are properly routed to the SSP that is associated with a given point code. SSPs are connected to Signal Transfer Points ("STPs") through redundant facilities. STPs act like traffic cops, routing the SS7 messages to the SSP operated by the carrier that provides service to the called party.³⁰

²⁹ *Cox Nebraska Telecom, LLC and Iuminet, v. Qwest Communications, Inc.*, Formal Complaint No. FC-1296, ¶¶ 24-27 (Neb. PSC Dec. 17, 2002) ("*Cox Decision*") ("there would be no voice traffic if the SS7 messages at issue were not exchanged between the SSPs").

³⁰ *Cox Decision*, at ¶¶ 26-29.

Under standard industry practice, SS7 ISUP message costs have been recovered through the intercarrier compensation rate applicable to traffic of a particular jurisdiction. For example, reciprocal compensation rates typically include a switching component that is intended to recover SS7 ISUP messaging cost and other costs for Section 251(b)(5) traffic.³¹ Likewise, intrastate access charges typically have represented the total compensation to LECs for both the SS7 message costs and other costs associated with intraLATA toll traffic.³² Level 3's proposed language provides for intercarrier compensation for all forms of traffic exchanged between the Parties such that separate compensation for SS7 messages is unnecessary. BellSouth has not justified a departure from this standard industry practice.

In addition, as determined by the Florida Commission staff, establishing a separate intercarrier compensation system for SS7 messages "would unnecessarily and unreasonably increase costs for competitive carriers that provision their own SS7 networks by requiring that they invest in a system simply to reciprocal[ly] bill BellSouth."³³ BellSouth's unilateral imposition of these costs upon competitors would have the effect of undermining competition and would ultimately increase the prices for consumer services as the carriers would have to recover such charges along with the administrative costs of engaging in compensation for such messages.

³¹ *Cox Decision*, at ¶ 63 ("SS7 message charges are included within the reciprocal compensation rates or bill-and-keep arrangements included in the [interconnection agreements]").

³² IntraLATA toll access charges not only operate to recover the LEC's incremental costs relating to such traffic, but also typically contain an implicit subsidy to fund universal service programs.

³³ *Joint Petition of US LEC of Florida, Inc., Time Warner Telecom of Florida, L.P., and ITC DeltaCom Communications Objecting to and Requesting Suspension of Proposed CCS7 Access Arrangement Tariff Filed By BellSouth Telecommunications, Inc.*, Docket No. 020129-TP, Vote Sheet and Staff Recommendations, at Issue 8 (Feb. 18, 2003).

Further, under the recovery schemes that BellSouth has attempted to impose in the past in many states, BellSouth has billed “for ISUP and TCAP messages regardless of the originating party or the direction of the message.”³⁴ Thus, BellSouth seeks to impose SS7 message costs upon competitors where BellSouth’s own customer originated the underlying call and is the cost causer of the SS7 messages. Such costs are BellSouth’s responsibility. BellSouth should not be permitted to shift its responsibility for these costs to other carriers.³⁵ In this case, BellSouth’s scheme violates existing law which requires that the originating party bear financial responsibility for delivering its traffic to the interconnection point.³⁶ Accordingly, the Commission should adopt Level 3’s position to preclude such anti-competitive conduct by BellSouth.

B. TIER II COMPLIANCE ISSUES IMPACTING THE COMMERCIAL UTILITY OF THE AGREEMENT.

Resolution of these Tier II issues is important to make the agreement comply with current law and to ensure that it is commercially reasonable and useful to the Parties. If the Commission does not resolve these issues, the result will be an unacceptable degree of uncertainty and commercial impracticality that will be discriminatory against Level 3, thereby increasing risk and deterring competition. Additionally, such uncertainty will give rise to more disputes that this Commission may ultimately have to arbitrate. Addressing these issues now will avoid such unnecessary uncertainty and expense.

³⁴ *Id.* at Issue 7.

³⁵ *See, Cox Decision*, at ¶ 46 (“the effect of Qwest’s intrastate SS7 message rate structure is to deter competition by an improper increase of the costs to a competitor or at least a shift of Qwest’s costs to other carrier, thus providing Qwest an improper competitive advantage . . . we will not allow that result to occur”).

³⁶ 47 C.F.R. § 51.703 (“A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC’s network.”); *Intercarrier Compensation NPRM*, at ¶ 9.

ISSUE SEVEN: Should BellSouth establish standard processes and rates for any routine network modifications that it has performed?

Applicable Contract Provisions: Attachment 2, Section 1.8.2, 2.8.6.2, 5.2.4, 6.2.5, 6.4.2.

Level 3's Position

Yes. Once BellSouth has performed a routine network modification for a requesting carrier for the first time, be it Level 3 or any other party to a BellSouth interconnection agreement, then BellSouth should document the process used to implement those modifications and the cost of the modification so that they may be referenced and invoked by subsequent requesting carriers.

BellSouth's Position

No. BellSouth believes that each routine network modification that it has not "anticipated" should be provided on an individual case basis or pursuant to BellSouth's Special Construction Process, regardless of whether this modification has been performed previously.

Basis for Level 3's Position

Level 3's proposal to resolve this issue is consistent with federal law and the FCC's rules.

Section 251(c)(3) of the Act provides that incumbent LECs:

have a duty to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of this section and section 252.³⁷

More specifically, FCC Rule 51.319(a)(8) provides, in part, that "[a]n incumbent LEC shall perform these routine network modifications to unbundled loop facilities in a nondiscriminatory fashion."

³⁷ 47 U.S.C. § 252(c)(3).

Level 3 maintains that the best way to ensure nondiscrimination among BellSouth and requesting parties, with the least enforcement burden for all concerned, is for BellSouth to establish and publish standard procedures and rates for each routine network modification as it is developed and implemented.³⁸ The benefits of this requirement are demonstrated by analogy to the Section 252(h) and (i) requirements that interconnection agreements be filed and their terms be made available to other requesting carriers -- requirements that the FCC views “as the primary tool of the 1996 Act for preventing discrimination under section 251”³⁹

Level 3 is not requesting that BellSouth disclose information that may be confidential to specific requesting parties. Rather, Level 3 requests that BellSouth make available to Level 3 the same process and rates BellSouth that has used to respond to any prior requesting carrier or its own needs. In order to ensure that BellSouth does not discriminate among carriers in providing routine network modifications, it should make available details concerning the process governing each type of modification and the cost of each modification which should conform to the cost standards of Section 252(d) of the Act. BellSouth’s refusal to do so not only invites discriminatory conduct, it also introduces needless delays (through adherence to the individual case basis process or Special Construction Process).⁴⁰

³⁸ It is virtually certain that BellSouth will not “re-invent” the procedures it follows when another request for such a routine modification is made. Adopting standard terms and prices will enhance predictability of costs and will ensure non-discriminatory treatment for like activities.

³⁹ *Local Competition Order*, at ¶ 1296.

⁴⁰ Indeed, BellSouth’s proposed treatment of these network modifications is precisely what any monopolist would want. Under classic economic theory, monopolists seek to price their services to each customer based on the relative monopoly power they possess vis a vis that customer. Thus, if a customer has little bargaining power, the monopolist can exact monopoly profits. BellSouth, through the guise of the ICB process, is seeking to price each network modification individually. The TRA should not permit such blatant anticompetitive pricing.

The FCC has already determined as a matter of law that, at a minimum, the following network modifications are routinely performed by the ILECs and must be performed by the BellSouth on behalf of requesting CLECs:

rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the [ILEC] ordinarily attaches to a DS1 loop to activate such loop for its own customer.⁴¹

Thus, the FCC has already determined that BellSouth has an obligation to provide the routine network elements expressly listed in Rule 51.319(a) and additional modifications as determined by the FCC or state commission to requesting CLECs. Level 3 merely requests that it have the ability to receive a routine network modification that, by definition, is “routine,” in a timely manner, pursuant to a standard non-discriminatory process and established prices that conform to the cost standard of Section 252(d) of the Act.⁴² To the extent they are not already in place, BellSouth should be required to document such processes and Section 252(d) compliant charges for each such routine modification once BellSouth has provisioned such modification for any CLEC or for itself or its affiliates for the first time. Level 3’s position is consistent with the Act and FCC rules and is commercially reasonable. The Commission should therefore adopt Level 3’s proposed contract language.

⁴¹ 47 C.F.R. § 51.319(a)(8). The FCC has also determined that “activities needed to enable a requesting telecommunications carrier to light a dark fiber transport facility” are “routine” network modifications that must be provisioned by BellSouth on behalf of Level 3. 47 C.F.R. § 51.319(e)(5).

⁴² This means of handling such recurring routine events is precisely what motivated state commissions to impose tariffing requirements. With predictable rates and terms, the inevitability of rate discrimination was avoided. The Commission should adhere to this long-standing means of policing discriminatory practices and adopt Level 3’s proposal.

ISSUE EIGHT: Dispute Resolution For Non-Billing Disputes

Statement of the Issue: Should the Parties escalate non-billing disputes to their higher level representatives for a minimum of thirty (30) days of negotiation in order to resolve a non-billing dispute prior to petitioning a court or agency of competent jurisdiction for resolution?

Applicable Contract Sections: General Terms, Sections 10.1, 10.3.

Level 3's Position

Yes. The Parties have settled disputes in the past without Commission intervention through negotiation by each Party's senior managers under dispute resolution procedures nearly identical to those proposed by Level 3.⁴³ Thus, adoption of Level 3's proposed process is likely to save the Commission staff and the Parties significant resources in resolving issues without litigation. Moreover, Level 3 should not be forced to forego its rights to seek relief in any forum as a condition of obtaining an interconnection agreement with BellSouth.

BellSouth's Position

No. BellSouth has not explained why it will not agree to use these industry standard dispute resolution procedures that have worked and which it has agreed to use in the past or why it is necessary to limit the forum for dispute resolution exclusively to the Commission.

Basis for Level 3's Position

Level 3 proposes that the Parties attempt to resolve non-billing disputes in the first instance by requiring that each Party appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons administering the Agreement. These representatives would then be required to negotiate for a minimum of thirty (30) days after appointment in an attempt to resolve the dispute without Commission involvement. BellSouth agreed to nearly identical terms in Sections 12.3.1 and 12.3.2 of the

⁴³ A cursory review of other interconnection agreements that BellSouth has entered would confirm that procedures like those advocated by Level 3 are a standard industry practice.

Parties' existing agreement and has insisted on using such a process in the past. In fact, the Parties have frequently and successfully used such higher level negotiations to settle significant interconnection and intercarrier compensation disputes without Commission involvement. Without explanation, BellSouth now seeks to discard this proven and successful dispute resolution process in favor of taking non-billing disputes directly to the Commission.

Level 3's proposal is not only consistent with the longstanding and proven dispute resolution practices of the Parties, but also is likely to save the Commission and its staff considerable resources in addressing such disputes by obviating the need for Commission involvement. At a minimum, Level 3's proposed process will ensure that the disputed issues are well formulated before one of the Parties petitions the Commission to resolve the issue. In short, Level 3's proposed process should be adopted in an effort to conserve the resources of the Parties and the Commission by settling issues without litigation where feasible.

BellSouth's proposed section 10.1 also requires the Parties to agree to bring all non-billing disputes solely to the Commission for resolution as a condition of obtaining an interconnection agreement. Level 3's proposed language preserves each Party's rights to seek relief from any court or other agency of competent jurisdiction.

Level 3's language is more reasonable because some non-billing disputes may be outside the expertise or even the jurisdiction of the Commission and a broader array of remedies may be available in other forums. For example, the FCC has exclusive jurisdiction over issues regarding interstate services and extensive expertise regarding interstate issues.⁴⁴ Further, in some instances it may be more efficient for a Party to seek relief from the FCC rather than petition the

⁴⁴ Indeed, the discussion regarding FCC jurisdiction over compensation arrangements for ISP traffic is but one example of a non-billing dispute that may arise and concern issues more suitably brought before the FCC than this Commission.

nine separate state commissions that govern BellSouth's operating region. By bringing a dispute before the FCC under Section 208 of the Act or some other authority, a Party can in some instances avoid the expense of litigating in nine (9) jurisdictions and minimize the potential for inconsistent decisions among the state commissions. Most significantly, though, BellSouth agreed to a similar provision in Section 12.3.2 of the Parties' existing agreement and has not justified its now-proposed deviation from the Parties' long-standing practice. It is unconscionable for BellSouth to now attempt to force Level 3 to forego its rights to obtain relief in forums of its choice other than the Commission as a condition of obtaining an interconnection agreement.⁴⁵ Thus, the Commission should reject BellSouth's position and direct the Parties to incorporate Level 3's proposed language in their Agreement.

ISSUE NINE: Liability of Level 3 Entities

Statement of the Issue: Should affiliates of Level 3 that are not a Party to the Agreement, are not CLECs, and do not obtain services under the Agreement be "jointly and severally liable" for obligations of Level 3 under the Agreement?

Applicable Contract Sections: General Terms, Section 7.1.

Level 3's Position

No. Only Level 3 affiliates that have rights and obligations under the Agreement and are certificated CLECs should be liable for obligations under the Agreement.

BellSouth's Position

Yes. If "Level 3 consists of two (2) or more separate entities," then "all such entities shall be jointly and severally liable for the obligations of Level 3 under this Agreement."

Basis for Level 3's Position

⁴⁵ This is but one more instance of BellSouth attempting to use its monopoly power to leverage conditions of its choosing. The Commission should resist such efforts.

Only those Level 3 entities that have rights and obligations under the Agreement and are certificated CLECs should be jointly and severally liable for obligations arising under the Agreement. Level 3 Communications, LLC is the only Level 3 entity that is certificated as a CLEC under state law in the BellSouth operating region and is eligible to obtain services pursuant to Section 251(c) of the Act. Level 3 Communications, LLC operating as a CLEC is the only Level 3 entity that will obtain services under the Agreement including, but not limited to, interconnection, collocation, access to UNEs, and transport and termination of traffic originated on its network. In turn, Level 3 Communications, LLC operating as a CLEC will provide services to BellSouth under the Agreement including, for example, transport and termination of traffic originated by BellSouth customers. Level 3's proposed language is reasonable because only Level 3 Communications, LLC, is a Party to the Agreement. Level 3's proposed contract language ensures that this entity will be bound by its terms and liable for obligations arising under the Agreement.

BellSouth, however, has taken the unreasonable position that under its proposed language, all Level 3 affiliates —entities that do not obtain or provide services under the Parties' Agreement and are not CLECs or telecommunications carriers — should be liable under the Agreement.⁴⁶ BellSouth's position is unreasonable as demonstrated by the fact that under Sections 251(c) and 252 of the Act only LECs may obtain collocation, direct interconnection,

⁴⁶ BellSouth may be attempting to have Level 3 and all of its affiliates treated in the same manner as it is. Such is not required by the Act. The reason why BellSouth and its affiliates must have such joint liability is because of concern over the ability of ILECs to leverage their monopoly power. CLECs like Level 3, on the other hand, possess no such market power and have no capability or incentive to avoid obligations. They understand that adhering to agreed terms is necessary for the continued availability of critical resources. BellSouth, as "the only supplier in town," not only has the incentive, but also the capability to discriminate. It is for that very reason that the Act imposed more onerous terms and conditions on ILECs than it did on CLECs.

access to UNEs, resale at a wholesale discount rate and other services under a Section 251(c) interconnection agreement. In fact, in the past, BellSouth has refused to even negotiate, let alone execute 251(c) interconnection agreements in a jurisdiction with entities that are not certificated LECs pursuant to that state's jurisdiction. If BellSouth may refuse to grant such entities rights under the Agreement, it may not demand obligations from similar entities in the form of joint and several liability under the Agreement. For example, Level 3 owns a software services company, Software Spectrum, Inc.,⁴⁷ that does not obtain or provide services under the Agreement and is neither a LEC nor a telecommunications carrier. BellSouth's proposed language disregards the corporate form and would purport to make this entity liable under the Agreement even though it has no relationship to the Agreement. BellSouth's position is unreasonable and should be rejected as inconsistent with the Act and applicable law.

ISSUE TEN: Severability

Statement of the Issue: Should the Agreement provide that it is "indivisible and nonseverable" such that all of the provisions of the contract must be valid or the entire contract is invalid?

Applicable Contract Sections: General Terms, Section 16.

Level 3's Position

No. The provisions of the Agreement should be servable. If a provision is found to be invalid, then the remaining provisions should not be affected by the holding of invalidity.

BellSouth's Position

Yes. All provisions of the Agreement are "indivisible and nonseverable" and must be taken as a "single whole."

Basis for Level 3's Position

⁴⁷ Software Spectrum, Inc. is a global business-to-business software services provider that markets and provides enterprise software management that help organizations increase business value from information technology.

This is a non-sensical position that will do nothing but foster more uncertainty and expense for competing firms to the advantage of BellSouth. Especially in this rapidly changing regulatory environment, the provisions of the Agreement should be severable. This is accepted practice in the industry and is the practice contained in other interconnection agreements entered by BellSouth. If a provision is found to be invalid, then the remaining provisions should not be lost simply by virtue of a holding of invalidity of one, provided that the Parties can reformulate the invalid provisions to give effect to such portions thereof as may be valid without defeating the original intention of the provision. BellSouth, on the other hand, has proposed language that would make the provisions of the Agreement “indivisible” and “nonseverable.” The result of adopting BellSouth’s language would be that if one provision of the Agreement is found invalid, the entire Agreement would be invalid and the Parties would have to renegotiate an entire new agreement. This plays into the hands of the incumbent monopolist by driving up costs and producing uncertainty for its rivals.

In the continually evolving and changing legal environment the telecommunications industry finds itself, it is inevitable that some provision of the Agreement will likely be rendered invalid during the term of the Agreement due to a change in law. For this reason, Parties to an interconnection agreement typically include a change-in-law provision to address such changes. Under BellSouth’s proposed language, however, such a change in law would invalidate the entire Agreement and waste the enormous resources the Parties, and potentially the Commission as well, that have been invested in establishing the Agreement in the first instance. Level 3’s position is more reasonable because it conserves resources by preserving the validity of the terms that are not implicated and the overall validity of the Agreement, while forcing the Parties to

only negotiate any individual invalidity or change in law under sections 14.3 and 16 of the Agreement.

BellSouth's proposed language is also inconsistent with federal law because it seeks to undermine Section 252(i) of the Act and FCC Rules 51.809(a)-(c) by precluding other requesting carriers from exercising their "pick-and-choose" rights to adopt portions of the Agreement.⁴⁸ The FCC's "pick-and-choose" rule provides that ILECs must permit third party requesting carriers to obtain access "without unreasonable delay" to "any *individual* interconnection, service, or network element arrangement contained in any agreement to which [the ILEC] is a party that is approved by a state commission pursuant to section 252 of the Act."⁴⁹ The "pick-and-choose" rules were upheld by the U.S. Supreme Court which noted that the FCC's interpretation of Section 252(i) as embodied in its rules was reasonable and in fact the "most readily apparent" reading of Section 252(i) because it closely tracks the statutory text.⁵⁰

Notwithstanding these clear tenets of federal law, BellSouth proposes contract language that characterizes every provision of the Agreement as "indivisible," "nonseverable" and part of a "single whole" so that no third party carrier may adopt a portion of the Agreement as permitted under Section 252(i) and the FCC's rules. This is nothing but a bald-faced attempt to circumvent its obligations to permit the exercise of "pick-and-choose" rights. Accordingly, the Commission should reject BellSouth's language because it is commercially unreasonable and contrary to

⁴⁸ 47 U.S.C. §252(i); 47 C.F.R. § 809(a)-(c). Indeed, the only logical conclusion one can draw is that BellSouth has assumed this bargaining position to buttress its advocacy before the FCC which, at this very moment, is evaluating its policies on "pick and choose." It is premature for this Commission to tread into this area of uncertainty; rather it should stay the course it had already approved and adopt the language from the existing agreement.

⁴⁹ 47 C.F.R. § 809(a)-(c) (emphasis added); *Local Competition Order*, at 16139, ¶ 1314.

⁵⁰ *Iowa Utilities Board v. FCC*, 525 U.S. 366, 396 (1999).

governing federal law and adopt Level 3's language which is consistent with the agreement previously approved by this Commission.

ISSUE ELEVEN: Deposits

Statement of the Issue: Are the deposit policies proposed by BellSouth warranted and sufficiently narrow and unambiguous to prevent discriminatory or anticompetitive application?

Applicable Contract Sections: Attachment 7, Sections 1.8, 1.8.1, 1.8.2, 1.8.3, 1.8.4, 1.8.5.

Level 3's Position

No. The deposit policies proposed by BellSouth are unwarranted and overreaching, providing BellSouth with ample opportunity to engage in discriminatory and anticompetitive behavior to Level 3's detriment.

BellSouth's Position

Yes. The deposit policies proposed by BellSouth are necessary to ensure payment and avoid nonpayment.

Basis for Level 3's Position

BellSouth seeks unilateral discretion to increase, with no limit, Level 3's security deposit and to terminate service if Level 3 fails to meet BellSouth's new demands. Such unilateral discretion has already been reviewed by the FCC and found unwarranted, unreasonable, and unjust.⁵¹ In its *Policy Statement*,⁵² the FCC determined that deposit policies similar to those

⁵¹ This is but one more instance of BellSouth seeking to leverage its monopoly power on the purported guise of the need to eliminate uncollectibles. Its real effect is to thrust uncertainty on CLECs regarding the financial arrangements under which they must do business. Such uncertainty increases risk and the potential for untoward interruptions of service. This Commission must oppose such blatant anticompetitive conduct.

⁵² *Verizon Petition for Emergency Declaratory and Other Relief*, Policy Statement, WC Docket No. 02-202, FCC 02-337 (rel. December 23, 2002) ("*Policy Statement*"). Soon after Verizon filed its Petition, BellSouth filed tariff Transmittal No. 657, proposing new security deposit provisions. BellSouth Telecommunications, Inc., Tariff FCC No. 1, Transmittal No. 657 (July 19, 2002). The FCC suspended Transmittal No. 657 for five months and initiated an investigation to determine whether the new provisions were "unjust, unreasonable or

proposed herein by BellSouth are overly broad, “imposing undue burdens on access customers”⁵³ Acknowledging the impact of the telecommunications bankruptcies, the FCC nonetheless concluded that concerns over an increased risk of nonpayment did not outweigh the potential harm to carrier-customers. The FCC recommended that the incumbent LECs propose “narrower protections such as accelerated and advanced billing.”⁵⁴

BellSouth proposes to impose an increased security deposit on Level 3 regardless of Level 3’s payment history or established credit. Under its proposal, BellSouth, based on its “sole opinion” and discretion, may demand additional security and/or “file a Uniform Commercial Code security interest in Level 3’s accounts receivable and proceeds.” Moreover, if BellSouth determines that Level 3 has failed to meet such additional security demands, BellSouth may terminate service to Level 3. BellSouth’s proposal would also allow BellSouth unilaterally to terminate service to Level 3 if a state commission, reviewing a deposit dispute between the Parties, failed to resolve such dispute within 60 days. It is absurd to require a trigger for termination that is wholly beyond Level 3’s control. On their face, the terms of BellSouth’s proposal are unreasonable and unjust.

Level 3’s proposal, on the other hand, would require the completion of a BellSouth Credit Profile and allow the Parties to negotiate a security deposit if BellSouth determines that a security deposit or increase in a security deposit is necessary, based on the results of its credit analysis. Level 3 further proposes that if the Parties cannot reach agreement on the security

unreasonably discriminatory in violation of sections 201 and 202 of the Act.” BellSouth Telecommunications, Inc., Tariff FCC no. 1, Transmittal No. 657, Order, DA 02-2318 (2002). Subsequent to the release of the FCC’s *Policy Statement*, BellSouth voluntarily withdrew its tariff.

⁵³ *Id.* at ¶ 6.

⁵⁴ *Id.* at ¶ 30.

deposit, either Party may petition a state commission within 45 days. This proposal is a significant compromise consistent with the FCC's *Policy Statement* and previous FCC decisions on security deposits. In its *Access Tariff Order*, the FCC permitted the collection of a deposit *only* when a carrier had a proven history of late payment or no established credit.⁵⁵

C. REMAINING ISSUES WITHIN THE AGREEMENT (TIER III)

The Tier III issues concern language within the agreement that requires modification so that the agreement is internally consistent, commercially reasonable, and in compliance with applicable laws. Level 3 does not believe that there is a significant degree of disagreement between the Parties as to these issues, but confirmation of the language has yet to be received. Level 3 hopes and expects that the Parties will be able to resolve most of the Tier III issues through further negotiations prior to hearing. However, in order to preserve its rights, Level 3 provides a brief summary (with references to applicable contract sections) of each Party's position on the remaining issues. Level 3 presents these issues in the order they are found in the Agreement and reference each Attachment in the numbering.

GENERAL TERMS AND CONDITIONS

ISSUE GT-1 (General Terms and Conditions, Definitions, page 1): The Parties have been unable to agree on specific definitions within the Agreement. Specifically, Level 3 proposes to include an overarching provision that all definitions are subject to changes in law. This would allow for further refinements and changes automatically, without a formal amendment each and every time a change in law results in a revised definition. Level 3 understands that Bellsouth wants to copy word-for-word the definitions currently in the Act,

⁵⁵ *Investigation of Access and Divestiture Related Tariffs*, CC Docket No. 83-1145, Phase I Order, 97 FCC 2d 1082, 1169 (1984); *Annual 1987 Access Tariff Filings*, Memorandum Opinion and Order, 2 FCC Rcd 280, 304, 318 (1986) ("*Access Tariff Order*").

subject to a formal amendment process should those definitions be revised through a change in law.

ATTACHMENT 1 (Resale)

ISSUE 1-1 (Attachment 1, Section 3.5, page 5): The Parties have not been able to reach agreement on the use of Customer Proprietary Information. Level 3 has inserted language that states both Parties will comply with the Act and applicable rules. BellSouth disagrees with the insert.

ISSUE 1-2 (Attachment 1, Section 3.6, page 5): Level 3 has proposed to make clear that neither of the Parties has proprietary rights to telephone numbers. Moreover, because both Parties are LECs subject to Section 251(c)(2), any limitations or rights concerning numbers should be reciprocal. BellSouth disagrees with both of Level 3's proposals.

ISSUE 1-3 (Attachment 1, Section 3.6, page 5): The Parties have been unable to agree upon BellSouth's reservation of rights as it pertains to changing numbers when BellSouth deems it necessary.

ISSUE 1-4 (Attachment 1, Section 3.13, page 6): The Parties have been unable to agree upon language concerning the unauthorized use of resold services.

ISSUE 1-5 (Attachment 1, Section 5.7, page 10): The Parties have not been able to agree on language that would prevent BellSouth from marketing its services to Level 3 end users in the context of a maintenance call. Level 3 has inserted a proposal to restrict such marketing, which BellSouth has stricken.

ATTACHMENT 2 (Network Elements)

ISSUE 2-1 (Attachment 2, Section 1.8, page 4): The Parties have been unable to agree on BellSouth's right to terminate the availability of elements no longer required under the

Agreement. Level 3 proposes that where elements or combinations of elements are available, that it has 30 days or such transition period as permitted by law or as the parties mutually agree to complete a rearrangement or disconnection of the service. BellSouth rejects this change and insists that it have the sole right to terminate services without notice if orders to rearrange or terminate services are not received within 31 days after the Effective Date of this Agreement.

ISSUE 2-2 (Attachment 2, Sections 1.8.1, 2.8.2.9, pages 4, 23): The Parties have been unable to agree on whether, in the event of a change in FCC unbundling requirements, Applicable Law controls. Level 3 proposes that Applicable Law controls in the event of a change in law. BellSouth has rejected Level 3's proposal. Level 3 responded with a proposal that the Parties resolve any differences with regard to a change in law via the dispute resolution provisions of the Agreement. BellSouth has yet to indicate whether it will accept or reject Level 3's subsequent offer.

ISSUE 2-3 (Attachment 2, Section 2.1.1.4, pages 7-8): The Parties have not been able to agree on BellSouth's obligations to provide access to fiber-to-the-home ("FTTH") overbuilds. Level 3 believes that BellSouth should provide access to Loop orders in an FTTH overbuild area according to BellSouth's standard Loop provisioning interval. BellSouth flatly rejects this request and insists that each loop order will be handled on a project basis, which means that the Parties must negotiate the applicable provisioning intervals. This is yet one more instance of BellSouth forcing carrier-specific negotiations for CLECs to obtain essential facilities, rather than adopting standard terms and conditions. Adhering to BellSouth's proposed treatment runs the risk of discrimination and the practical inability of CLECs and this Commission to effectively police against such discrimination.

ISSUE 2-4 (Attachment 2, Section 2.1.4, page 8): The Parties have not been able to agree on language concerning BellSouth's obligations to provide access to loop test points. Level 3 proposes language that clearly states that BellSouth must provide access to physical loop test points on a nondiscriminatory basis for purposes of loop testing, maintenance and repair activities. BellSouth rejects this change.

ISSUE 2-5 (Attachment 2, Section 2.3.8, page 14-15): The Parties have not been able to agree on language concerning BellSouth's obligations to provide unbundled DS-3 transport. Level 3 proposes to clarify that DS-3 transport may be provisioned over fiber optic transport systems as well as through a metallic-based electrical interface. BellSouth rejects Level 3's change.

ISSUE 2-6 (Attachment 2, Section 2.5.1, page 18): The Parties have been unable to agree on whether Level 3 should be required to pay BellSouth's costs of conditioning lines at TELRIC rates according to FCC and Commission rules. Level 3 requests that BellSouth agree that to the extent BellSouth seeks to recover the costs of Line Conditioning from CLECs, all rates shall conform to Section 252(d)(1) of the Act and FCC rule 51.507(e). 47 C.F.R. § 51.507 BellSouth rejects Level 3's clarification.

ISSUE 2-7 (Attachment 2, Section 2.5.2, page 18): The Parties have been unable to agree on whether BellSouth should remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length. Level 3 submits that because technology is continually improving DSL capabilities, BellSouth should remove load coils on any copper loops under BellSouth ownership or control. BellSouth disagrees.

ISSUE 2-8 (Attachment 2, Section 2.5.4, page 18): The Parties have been unable to agree on whether BellSouth should condition loops by removing bridged tap at TELRIC rates or

at BellSouth's tariffed Special Construction rates which are not cost-based as defined by the FCC and the Act. Level 3 proposes that BellSouth provide that loop conditioning services according to FCC and Commission orders that require such conditioning be provided at TELRIC rates. BellSouth disagrees.

ISSUE 2-9 (Attachment 2, Section 2.8.2.1, page 21-22): The Parties have been unable to agree on the scope of BellSouth's obligations to offer Unbundled Sub-Loops ("USL") in Multi-Tenant environments ("MTE") and multiunit premises. Level 3 seeks clarification of BellSouth's obligations by proposing language that directly tracks the UNE TRO Order language requiring that ILECs make unbundled subloops for multiunit premises and MTEs available to requesting carriers regardless of the capacity level or type of loop provided to the customer at that premises and without requiring that Level 3 collocate to access that subloop.⁵⁶ BellSouth has rejected Level 3's changes. Instead, BellSouth seeks to impose unbundling obligations on Level 3 for intra-building cabling despite the fact that Level 3 has no such obligations under state or federal law, the FCC has already disposed of how that wiring is handled between ILECs and CLECs in its October 2000 Competitive Networks Order.⁵⁷ BellSouth cannot impose unbundling requirements on CLECs; only ILECs are subject to such requirements under the Act.

⁵⁶ BellSouth's position completely ignores its obligations under Section 271 of the Act to continue to make available unbundled loops on reasonable and non-discriminatory terms.

⁵⁷ *Promotion of Competitive Networks in Telecommunications Markets, Wireless Communications Association International, Inc., Petition for Rulemaking to Amend Section 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Review of Sections 68.104, and 68.213 of the Commission's Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, First Report and Order and Further Notice of Proposed Rulemaking in WT Docket No. 99-217, Fifth Report and Order and Memorandum Opinion and Order in CC Docket No. 96-98, 15 F.C.C.R. 22983 (2000) ("*Competitive Networks Order*") (Carriers cannot enter into exclusionary contracts that prevent other carriers from accessing customers located in MTEs; MTE owners have the right to relocate the demarcation point for ILEC owned wire to the

ISSUE 2-10 (Attachment 2, Section 2.8.3 *passim*, page 23): The Parties cannot agree on BellSouth's obligations to unbundled "network terminating wire" which is wire that BellSouth contends is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. Level 3's position is that BellSouth is obligated to unbundle this wire to the demarcation point. Such wire is essentially a portion of a loop. BellSouth insists that unbundling requirements should also apply to wire owned by Level 3. Level 3 has no such obligation under the Act and will not assume such an obligation.

ISSUE 2-11 (Attachment 2, Sections 2.8.6.3.1, 6.4.3.1 , pages 27, 53): The Parties cannot agree on the extent to which BellSouth should make unbundled dark fiber loops or transport available. Level 3's position is that there should be some reasonable limit on the amount of dark fiber loops or transport in any particular route that BellSouth can reserve to itself for future orders and for maintenance spares. Otherwise, BellSouth can by fiat and without any regulatory oversight, eliminate dark fiber as a UNE by simply reserving 100% of the remaining strands regardless of its actual needs. Level 3 proposed that BellSouth be permitted to reserve up to a maximum of 8% of available fiber loop strands for maintenance and repair purposes. Level 3 also proposes that reservation of dark fiber strands for future orders be limited to a twelve month planning period. BellSouth's position is that there should be no limitation on reserves.

ISSUE 2-12 (Attachment 2, Section 2.9.1.5, page 28): The Parties cannot agree on language dealing with the situation, though remote, where installed equipment of Level 3 allegedly significantly degrades other services. Level 3 has inserted language that tracks and incorporates the process in FCC rule 51.233. 47 C.F.R. § 51.233. BellSouth disagrees.

MPOE. Moreover, inside wire is deregulated and therefore, no commission can exercise jurisdiction over it within the confines of an interconnection agreement.).

ISSUE 2-13 (Attachment 2, Section 5.2.6, page 46): The Parties cannot agree on the extent of the charges BellSouth may impose upon Level 3 where BellSouth audits Level 3's orders for Enhanced Extended Links ("EELs"). Level 3 offered to agree to pay for any reasonable and demonstrable charges that BellSouth incurred where an audit revealed noncompliance with the FCC's rules on EELs usage. BellSouth's position is that there can be no limitation on the charges it may impose upon Level 3 for such audits.

ISSUE 2-14 (Attachment 2, Section 5.4.1, 5,4,2, pages 48): The Parties cannot agree on whether the rates imposed by BellSouth for unbundled network elements made available pursuant to the Agreement and state and federal law should be consistent with Section 251(d)(1) of the Act. Level 3 asserts that Section 251(d)(1) should govern UNE rates. BellSouth disagrees and rejects Level 3's insertion of the qualifying phrase "consistent with Section 251(d)(1) of the Act."

ISSUE 2-15 (Attachment 2, Section 6.1.1.1, page 48): The Parties cannot agree on whether BellSouth's Dedicated Transport should terminate to reverse collocation arrangements within the same LATA. Level 3 asserts that under the FCC's orders, Level 3 may access BellSouth Dedicated Transport that has an endpoint at a BellSouth reverse collocation arrangement. Accordingly, dedicated transport should also terminate to BellSouth collocation arrangements within Level 3 collocation facilities. BellSouth disagrees and rejects Level 3's proposed language.

ISSUE 2-16 (Attachment 2, Section 6.4.3.3, page 54): The Parties cannot agree on whether BellSouth should provide Level 3 with additional information when BellSouth rejects an order for Dark Fiber Transport because BellSouth determines that facilities are not available. Level 3 proposes that BellSouth provide information concerning the reason for rejection, amount

of fiber reserved by BellSouth, and information revealing whether additional strands might be made available pursuant to a routine network modification or other means. BellSouth's position is it should not be required to provide any such information.

ISSUE 2-17 (Attachment 2, Section 7.1, page 54): The Parties cannot agree on whether in its description of unbundled databases, BellSouth should include a reference to 911 and E911 databases. Level 3 proposed a sentence requiring that BellSouth provide non-discriminatory access to 911 and E911 databases on an unbundled basis as required by FCC rule 51.319(f). 47 C.F.R. § 51.319. BellSouth believes that no such clarification is necessary.

ATTACHMENT 3 (Interconnection)

ISSUE 3-1 (Attachment 3, Section 4.10.4.1.2): Level 3 has proposed that the language covering routing of Toll Free calls be made mutual. BellSouth disagrees and proposes that the routing language apply only to Level 3.

ATTACHMENT 7 (Billing)

ISSUE 7-1 (Attachment 7, Section 1.2, Page 4): Level 3 proposed language that would set firm dates for the receipt of information from BellSouth concerning account setup. BellSouth added language that would require Level 3 to use only an existing Master Account in order to avoid submitting an additional application before placing orders under the new agreement.

ISSUE 7-2 (Attachment 7, Sections 1.2.2 and 1.3, Pages 4-5): Level 3 proposed language that would make the payment responsibility portion of the agreement reciprocal. Level 3 also added text that would require payment only of "undisputed charges." BellSouth's proposed text would remove the language establishing reciprocity and would also strike any reference to "undisputed" charges such that Level 3 would be required to pay BellSouth even those charges it disputes.

ISSUE 7-3 (Attachment 7, Section 1.5, Page 5): Level 3 proposes to make the language concerning verification of tax exemption status reciprocal. BellSouth disagrees.

ISSUE 7-4 (Attachment 7, Section 1.6, Page 6): Level 3 proposes to make the late payment language reciprocal and to have late charges apply only to undisputed portions of a bill. Level 3 added text that would calculate the late factor assessed by Level 3 on BellSouth according to Level 3's intrastate access tariff. BellSouth rejects Level 3's proposed revisions to this section.

ISSUE 7-5 (Attachment 7, Sections 1.7.1, Page 6): Level 3 proposes a number of revisions that would restrict BellSouth's ability to suspend or terminate service to Level 3. First, Level 3 proposes that BellSouth provide a minimum of 7 days' prior written notice before suspending or disconnecting service for alleged improper or illegal use of BellSouth's facilities. Second, Level 3's language allows for cure within the 7 day notice period allowing Level 3 to avoid suspension or disconnection. BellSouth disagrees with Level 3's proposal.

ISSUE 7-6 (Attachment 7, Sections 1.7.2, Pages 6-7): When service would be suspended due to non-payment, Level 3 proposes to extend the effective date of suspension or termination of service based on notice of such non-payment from 15 to 30 days or whatever the applicable timeframe is established by state commissions for disconnecting customers. Level 3 also added the qualifier that suspension or termination for nonpayment of services would be limited to undisputed amounts. Level 3 also proposes to reserve the right to avoid suspension or disconnection if the Company cures the nonpayment of undisputed amounts within 30 days. BellSouth disagrees.

ISSUE 7-7 (Attachment 7, Section 2.2, Pages 9-10): Level 3 proposes that a Party may withhold disputed amounts until the dispute is resolved and that the billed Party is absolved of

any liability for associated late charges if the dispute is ultimately settled in its favor. BellSouth disagrees with Level 3's proposals and proposes ambiguous language about following "normal treatment procedures" and resolving disputes in accordance with Section 2. Level 3 rejects BellSouth's proposals as vague and ambiguous.

ISSUE 7-8 (Attachment 7, Section 2.3, Page 10): BellSouth has deleted language that would set the late payment charge according to Section 1.6 of Attachment 7. BellSouth prefers instead to reference a number of different tariffs and to remain silent on what late factor Level 3 would apply to any delinquent BellSouth bills. BellSouth struck Level 3's language that would restrict BellSouth's ability to assess interest on late payment charges to only those states where it has the authority to do so pursuant to tariff. Also, BellSouth has stricken language that would provide for a credit plus interest of the payment of any disputed charges where the disputing party prevails.

ISSUE 7-9 (Attachment 7, Section 3.4, Page 11): The parties disagree as to the timeframe for providing information necessary to establish a unique hosted RAO code. Level 3 proposes a six (6) week timeframe while BellSouth proposes eight (8) weeks.

ISSUE 7-10 (Attachment 7, Section 3.15, Pages 12-13): Level 3 included language that would require BellSouth to process the conforming portion of EMI data in the event that some of the data cannot be processed due to uncorrectable errors. It is unclear what BellSouth's position is on this issue.

ISSUE 7-11 (Attachment 7, Sections 4.6, 5.5 and 6.6, Pages 14, 17, 19): Level 3 has added language that would require BellSouth to work with Level 3 to determine the source of significant volumes of error messages in certain usage files that are necessary for Level 3 to accurately issue bills. BellSouth has deleted Level 3's proposed language.

ATTACHMENT 11 (Bona Fide Request)

ISSUE 11-1 (Attachment 11, Sections 1.1, 1.1.1, 1.1.2, 1.2 and 1.9, pages 1 and 4): The Parties have not been able to agree upon language that covers instances when, through FCC or Commission generic orders or prior provisioning, BellSouth is required to offer various network elements and options that are not already covered in this Agreement. Additionally, the Parties have not been able to agree upon language to utilize previous information on BFRs to expedite the process and reduce costs related to Development Rates or Complex Evaluation Fees. Level 3 has proposed language, and BellSouth has rejected the language, along with any references to the proposal, in their entirety.

ISSUE 11-2 (Attachment 11, Section 1.3, page 2): The Parties have not been able to agree upon language to ensure that BellSouth understands the BFR that Level 3 has submitted, and to inform Level 3 if similar requests have been submitted by other parties. BellSouth has rejected Level 3's proposal.

ISSUE 11-3 (Attachment 11, Sections 1.5, 1.6 and 1.10, pages 2-4): Level 3 struck language that limits preliminary analyses' results to those elements and options not ordered by the FCC or Commission. BellSouth wishes to keep the stricken language.

Issue 11-4 (Attachment 11, Section 1.9, page 4): Level 3 has struck a "notwithstanding" provision that details BellSouth's proposal of firm rates and an implementation plan. BellSouth wishes to keep the stricken language.

ISSUE 11-5 (Attachment 11, Sections 1.10 and 1.12, pages 4 and 5): The Parties have not agreed upon language that reserves Level 3's rights to pursue dispute resolution in accordance with the Agreement on any aspect of the BFR, including costs. Level 3 also

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Petition of Level 3 Communications, LLC for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, for Rates, Terms, and Conditions of its Interconnection Agreement with BellSouth Telecommunications Inc. was served by hand delivery on Dorothy Chambers, counsel for BellSouth Telecommunications, Inc., 601 West Chestnut Street, Room 407, Louisville, Kentucky 40203, and on its registered agent by certified mail, this twentieth day of February, 2004.

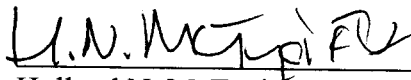
COUNSEL FOR LEVEL 3
COMMUNICATIONS, LLC

proposed language guaranteeing that BellSouth will process a BFR regardless of a dispute. BellSouth rejected Level 3's proposed language.

VI. CONCLUSION AND PRAYER

Level 3 requests that the Commission arbitrate the unresolved issues described above and resolve them in Level 3's favor. Level 3's contract proposals are consistent with the law and commercially reasonable. Level 3 requests that the Commission adopt its contract language contained in Exhibit B.

Respectfully submitted,



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Director – Intercarrier Policy
LEVEL 3 COMMUNICATIONS, LLC
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(720) 888-2620 (Tel)

COUNSEL FOR LEVEL 3 COMMUNICATIONS,
LLC

Dated: February 20, 2004

EXHIBIT A



BellSouth Interconnection Services

675 W. Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

John M. Hamman
404-927-1992
FAX: (404) 529-7839

February 3, 2004

Via US Mail and Email

Peter Blisard
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Re: Request that Level 3 Communications, LLC ("Level 3") engage in negotiations with BellSouth Telecommunications, Inc. (BellSouth) pursuant to Section 251(c)(1) of the Telecommunications Act of 1996

Dear Peter:

With this letter, the parties have agreed to restart the clock for renegotiation of the Interconnection Agreement between Level 3 and BellSouth, which expired on December 31, 2003 in the states of Tennessee, Kentucky, and Florida. For purposes of calculating the negotiations window for these states September 13, 2003 shall be used as the commencement date for renegotiations. This date shall begin the 135-day window for negotiations before entering into the arbitration window.

With this revision to the December 3, 2003 letter, the Arbitration window for the states of Tennessee, Kentucky, and Florida are now January 26, 2004 to February 20, 2004.

I look forward to working with Level 3 in reaching a mutually agreeable Interconnection Agreement. Should you have questions regarding this letter, please do not hesitate to call me at 404-927-1992.

Sincerely,

John M. Hamman
Manager-Interconnection Services

Concurrence:


Level 3 Communications, LLC.

2/4/2004
Date

EXHIBIT B

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Level 3 Communications, LLC (“Level 3”), a Delaware limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Level 3 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, Level 3 is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Level 3 wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Level 3 agree as follows:

Definitions

[GT-1: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE BELOW AND STRIKE THE ITALICIZED LANGUAGE]

(BellSouth Proposal): *In the event a modification occurs to the definitions set forth below in this Agreement during the term of this Agreement, the Parties will modify the Agreement as provided forth in Section 14.3 of the Agreement.*

(Level 3 Proposal): Those terms either defined or not defined herein shall be defined as in the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“Act”) and as modified from time to time.

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

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

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

Telecommunications means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used

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.).

1. CLEC Certification

- 1.1 Prior to execution of this Agreement, Level 3 agrees to provide BellSouth in writing Level 3’s CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. If at the time of the filing of this Agreement, Level 3 has previously provided such information for those states where the Parties have operated under a prior interconnection agreement, Level 3 will not have to provide such information again.

1.2 To the extent Level 3 is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Level 3 will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, either Party may provide notice of intent to renegotiate, and the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and the Parties are not yet in arbitration, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is actively being negotiated in good faith or alternatively, a timely petition has been filed with the respective state public service commission and the Subsequent Agreement is subject to the respective state Commission arbitration pursuant to 252 of the Act. Upon conversion to a month-to-month term, during such negotiations, provided that the Parties are not in arbitration, then either Party, in its discretion, may terminate this Agreement upon sixty (60) days written notice to the other Party. Notwithstanding the foregoing, the Agreement cannot be terminated prior to 180 days after the original expiration date. In the event that BellSouth terminates this Agreement as provided herein, BellSouth shall continue to provide services to Level 3 pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by Level 3 pursuant to Section 13 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

2.5 In the event that BellSouth's standard interconnection agreement, or an agreement adopted by Level 3 under Section 13 becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

3. **Operational Support Systems**

Level 3 shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. **Parity**

When Level 3 purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Level 3 shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of Level 3 shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by Level 3.

5. **White Pages Listings**

5.1 BellSouth shall provide Level 3 and its customers access to white pages directory listings under the following terms:

5.1.1 Listings. Level 3 shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Level 3 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement, in parity with BellSouth's own customer listings. As such, Directory listings will make no distinction between Level 3 and BellSouth subscribers.

5.1.2 Rates. So long as Level 3 provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Level 3 one (1) primary White Pages listing per Level 3 subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

- 5.2 Procedures for Submitting Level 3 SLI are found in The BellSouth Business Rules for Local Ordering available on the BellSouth website at: www.interconnection.bellsouth.com.
- 5.2.1 Level 3 authorizes BellSouth to release all Level 3 SLI provided to BellSouth by Level 3 to qualifying Directory Publishers via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Level 3 SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 So long as Level 3 provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 above, BellSouth will not charge Level 3 for the release of Level 3's SLI to Directory Publishers. Rather, BellSouth will recover the cost of providing Level 3's SLI to Directory Publishers from the requesting Directory Publisher.
- No compensation shall be paid to Level 3 for BellSouth's receipt of Level 3 SLI, or the subsequent release to Directory Publishers of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Level 3's SLI, or costs on an ongoing basis to administer the release of Level 3 SLI, Level 3 shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Level 3's SLI, Level 3 will be notified. If Level 3 does not wish to pay its proportionate share of these reasonable costs, Level 3 may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Level 3 shall amend this Agreement accordingly. Level 3 will be liable for all costs incurred until the effective date of the amendment
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Level 3 under this Agreement, except where the inaccuracy is due to the willful misconduct or gross negligence of BellSouth or its agent arising after the SLI was provided by Level 3. Except as otherwise provided, BellSouth will forward to Level 3 any complaints received by BellSouth relating to the accuracy or quality of Level 3 listings.
- 5.2.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 Unlisted/Non-Published Subscribers. Level 3 will be required to provide to BellSouth the names, addresses and telephone numbers of all Level 3 customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.

- 5.4 Inclusion of Level 3 End Users in Directory Assistance Database. BellSouth will include and maintain Level 3 subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Level 3 shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.5 Listing Information Confidentiality. BellSouth will afford Level 3's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information, and BellSouth shall limit Level 3's customer proprietary confidential directory information to the appropriate BellSouth employees.
- 5.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.7 Directories. BellSouth or its agent shall deliver White Pages directories to Level 3 subscribers at no charge and in the same manner, time and quantity as it provides its own customers.
- 6. Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Level 3, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Level 3 End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Level 3 End Users for the same length of time it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to Level 3. Where BellSouth is providing to Level 3 Telecommunications Services for resale or providing to Level 3 the local switching function, then Level 3 agrees that in those cases where Level 3 receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Level 3 End Users, and where Level 3 does not have the requested information, Level 3 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.
- 7. Liability and Indemnification**

[ISSUE TWELVE: THE PARTIES HAVE BEEN UNABLE TO AGREE UPON LANGUAGE FOR THIS SECTION. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

7.1 **(BellSouth Proposal): *Level 3 Liability. In the event that Level 3 consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Level 3 under this Agreement.***

(Level 3 Proposal): In the event that either Party consists of two (2) or more separate entities which have or assume rights or obligations as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations under this Agreement.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Level 3 shall be liable for any act or omission of another telecommunications company providing services to either Party.

7.3 Limitation of Liability

7.3.1 Except for any indemnification obligations of the Parties hereunder, or except in the case of gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' 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 and Contracts. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users 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 the End User 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. Any such tariff term or condition shall not contradict or modify the obligations of the Parties to each other under this Agreement. In the event a term of the tariff conflicts with a term in this Agreement, this Agreement shall control.

- 7.3.3 Neither BellSouth nor Level 3 shall be liable for damages to the other Party's terminal location, equipment or End User 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 Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Except in the case of willful misconduct or gross negligence, 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.
- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 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. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.
- 8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. 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 Intellectual Property Remedies
- 8.3.1 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 in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.
- 8.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the 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 and sole option, but subject to the limitations of liability set forth below:

- 8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.3.2.2 obtain a license sufficient to allow such use to continue.
- 8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable after the exercise of best efforts over a reasonable period of time, then said Party may terminate, upon reasonable notice, the 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.
- 8.3.3 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.
- 8.3.4 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.
- 8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. **Proprietary and Confidential Information**

- 9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Level 3, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient may also provide Information to its attorneys and consultants, provided that the individual attorneys or consultants agree to be bound by the confidentiality provisions of this Agreement as agents of the Recipient under this Agreement. Recipient will not make any copies of the Information inspected by it. BellSouth and Level 3 will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- 9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser who has the legal authority to possess and disclose the Information; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith; Recipient will give notice as required by the state or federal rules or by regulatory agency rules/requirements, or if there is no requirement, in a commercially reasonable time.
- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and

obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

10.1 Each Party agrees to notify the other Party in writing of a dispute concerning this Agreement. Except as otherwise stated in this Agreement, including, but not limited to, billing disputes resolution as defined and required in Section 2 of Attachment 7, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, and the parties do not resolve it in the normal course of their dealings, then the dispute shall be resolved in accordance with this section. **[ISSUE ELEVEN: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE BELOW AND STRIKE THE ITALICIZED LANGUAGE] (BellSouth Proposal) *Either Party shall petition the Commission for resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.***

10.1.1 (Level 3 Proposal) If the Parties are unable to resolve the issues relating to the dispute in the normal course of business within 60 days after delivery of notice of the dispute, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

10.1.2 If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 12.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

10.2 Procedures for resolution of billing disputes are as set forth in Section 2 of Attachment 7 of this Agreement.

10.3 Nothing in this Section shall be construed to preclude or limit either Party from waiving their rights to Sections 10.1 and 10.2 and may seek immediate relief from the State Commission.

10.4 Notwithstanding Section 10.3, either Party may seek injunctive relief from the appropriate state commission, court or other agency of competent jurisdiction to the extent it deems necessary.

10.5 **[ISSUE ELEVEN: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] Either Party may seek relief from any appropriate judicial or administrative forum including, but not limited to, the Commission, the FCC or federal district court.**

11. Taxes

11.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, 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 or real or personal property.

11.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

11.2.1 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.

11.2.2 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.

11.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

11.3.1 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.

11.3.2 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. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. 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.

11.3.3 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.

- 11.3.4 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.
- 11.3.5 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.
- 11.3.6 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.
- 11.3.7 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.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 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.
- 11.4.2 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. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. 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.

- 11.4.3 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. If, after consultation in accordance with the preceding sentence, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues
- 11.4.4 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.
- 11.4.5 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.
- 11.4.6 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 attorneys' 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.
- 11.4.7 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.
- 11.5 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 to the extent such assistance is expressly sought by the first Party.

12. 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, , 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. Each Party agrees to act in a nondiscriminatory manner with regard to a Force Majeure event.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Level 3 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

14.1 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party in writing of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 14.2 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.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Level 3 or BellSouth to perform any material terms of this Agreement, Level 3 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 this Agreement.

15. **Non-waiver of Legal Rights**

Execution of this Agreement by either Party does not confirm or imply 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).

[ISSUE THIRTEEN: THE PARTIES HAVE BEEN UNABLE TO AGREE ON THE LANGUAGE FOR THIS SECTION. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

16. **Indivisibility (BellSouth Proposal)**

Subject to Section 13 (Adoption of Agreements) and Section 14 (Modification of Agreement) of this Agreement, The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

Survival & Severability (Level 3 Proposal).

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement which has been held invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

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 performance of any and all of the provisions of this Agreement.

18. Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, 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. 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 in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Level 3, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. 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 or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Level 3 shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Level 3 pays all undisputed bills and assigns all rights to disputed bills to assignee, past due and current, under

this Agreement, or (2) Level 3's assignee expressly assumes liability for payment of all bills.

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 by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Level 3 Communications, LLC

Director of Interconnection Services
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

and

Vice President – Public Policy and Government Affairs
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

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

20.2 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 Notwithstanding the foregoing, BellSouth may provide Level 3 notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

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

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Level 3 shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Level 3. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Level 3 is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

26. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall

reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

27. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Level 3 as a requesting carrier under the Act).

29. Rate True-Up

29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

29.2 The designated true-up rates 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. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates 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 shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

30. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such

may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Except as may be otherwise specified in this Agreement, this Agreement applies prospectively from the Effective Date hereof to (a) all orders for Services placed under any prior interconnection agreement between the Parties which are not completed as of the Effective Date hereof and (b) all Services being provided by either Party as of the Effective Date hereof under any prior interconnection agreement between the Parties; provided, however, that all non-recurring charges for orders for Services placed under any prior interconnection agreement between the Parties that are completed prior to the Effective Date hereof and all charges for Services provided by either Party prior to the Effective Date hereof shall be in accordance with such prior interconnection agreement; provided, further, that a failure of the other Party to pay any amounts due under such prior interconnection agreement shall be deemed a failure to pay an amount due under this Agreement and any dispute shall be resolved in accordance with the Dispute Resolution process set forth in this Agreement. 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.

31.2 This Agreement includes Attachments with provisions for the following:

- Resale
- Network Elements and Other Services
- Network Interconnection
- Collocation
- Access to Numbers and Number Portability
- Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
- Billing
- Rights-of-Way, Conduits and Pole Attachments
- Performance Measurements
- BellSouth Disaster Recovery Plan
- Bona Fide Request/New Business Request Process

31.3 The following services are included as options for purchase by Level 3 pursuant to the terms and conditions set forth in this Agreement. Level 3 may elect to purchase said services by written request to its Local Contract Manager if applicable:

- Optional Daily Usage File (ODUF)

Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

<<customer_name>>

By: _____

By: _____

Name: Kristen E. Rowe

Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

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Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to Level 3 purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission.
- 1.2 The telecommunications services available for purchase by Level 3 for the purposes of resale to Level 3's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 **COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 **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.
- 2.3 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 **END USER** means the ultimate user of the Telecommunications Service.
- 2.5 **END USER CUSTOMER LOCATION** means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 **RESALE** means an activity wherein a certificated CLEC, such as Level 3, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC

and Commission rules and orders, BellSouth shall make available to Level 3 for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

- 3.1.1 When Level 3 provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state
- 3.1.2 In Tennessee, if Level 3 does not resell Lifeline service to any end users, and if Level 3 agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event Level 3 resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Level 3 and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
 - 3.1.2.2 Level 3 must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 Level 3 may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Level 3 must resell services to other End Users.
 - 3.2.2 Level 3 cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Level 3 will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Level 3 for said services.
- 3.4 Level 3 will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Level 3. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Level 3. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party. **[1-1: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]** Each Party shall comply with rules regarding the use of Customer Proprietary Network Information (as that term is described in the Act) as set forth in Section 222 of the Act and in effective and applicable FCC rules and orders.

- 3.5.1 When an End User of Level 3 or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in Attachment 6 of this Agreement.
- 3.5.2 BellSouth and Level 3 will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or Level 3 to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth **[1-2: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]** or Level 3, and no right to the continuance of service through any particular central office.

[1-3: THE PARTIES DISAGREE ON THE FOLLOWING SENTENCE:

(BellSouth Proposal): *BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.*

(Level 3 Proposal): BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth is permitted to do so under applicable law. BellSouth will make any changes on a nondiscriminatory basis.

- 3.7 Where BellSouth provides resold services to Level 3, BellSouth will provide Level 3 with on-line access to intermediate telephone numbers in accordance with Attachment 5, Section 1.
- 3.8 BellSouth will allow Level 3 to designate up to 100 intermediate telephone numbers per CLLIC, for Level 3's sole use. Assignment, reservation and use of telephone numbers shall be in accordance with Attachment 5, Section 1.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Level 3's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 **[1-4: THE PARTIES HAVE BEEN UNABLE TO AGREE ON THE LANGUAGE OF THIS SECTION]**
- (BellSouth Proposal): If Level 3 or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Level 3 has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.***
- (Level 3 Proposal): If Level 3 becomes aware that its End User is utilizing a BellSouth resold telecommunications service in a manner other than that permitted under BellSouth's tariff, Level 3 will notify BellSouth of such unauthorized use. BellSouth will only provision and maintain said service consistent with the terms and conditions of the retail tariff on a nondiscriminatory basis.***
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to Level 3 remain the property of BellSouth.
- 3.15 White page directory listings for Level 3 End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)

- 3.16.1 Level 3 must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which Level 3 may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. Level 3 will incur an OSS charge for an accepted LSR that is later canceled provided BellSouth has processed the LSR in accordance with Attachment 6, Sections 3.4 through 3.6.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Level 3 per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

- 3.20 In the event Level 3 acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Level 3 that Special Assembly at the wholesale discount at Level 3's option. Level 3 shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for Level 3 customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Level 3 customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Level 3 customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and Level 3 shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to Level 3, and Level 3 shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 4. BellSouth's Provision of Services to Level 3**
- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services 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 Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Level 3 to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Level 3 shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Level 3 for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

- 4.2 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services. Exclusions and limitations on services available for resale are defined in Exhibit A of this Attachment.
- 4.3 Level 3 may resell services in accordance with the rules and regulations of the Commission.
- 4.4 If Level 3 cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
- 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When Level 3 assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Level 3.
- 4.5.4 Level 3 must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.
- 5. Maintenance of Services**
- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 Level 3 or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

- 5.3 Level 3 accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Level 3 will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Level 3 shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill Level 3 for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact Level 3's End Users, if deemed necessary, for maintenance purposes. **[1-5: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] In no event shall BellSouth make any effort to market to the customer in the context of that contact or make any remarks as to the services provided by Level 3.**
- 6. Establishment of Service**
- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Level 3 will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Level 3 is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.
- 6.1.1 If Level 3 needs to change its OCN(s) under which it operates when Level 3 has already been conducting business utilizing those OCN(s), BellSouth may charge Level 3 its tariffed rate for OCN conversion charges as found in the appropriate section of BellSouth tariff to convert Level 3 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Level 3's end user customer records. Appropriate charges will appear in the OC&C section of Level 3's bill.
- 6.2 Level 3 shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Level 3 will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Level 3's End User customer.

- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Level 3 to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Level 3 to such other CLEC. Upon completion of the conversion BellSouth will notify Level 3 that such conversion has been completed.

7. Discontinuance of Service

- 7.1 The procedures for discontinuing service to an End User are as follows:
- 7.1.1 BellSouth will deny service to Level 3's End User on behalf of, and at the request of, Level 3. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Level 3.
- 7.1.2 At the request of Level 3, BellSouth will disconnect a Level 3 End User customer.
- 7.1.3 All requests by Level 3 for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 Level 3 will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Level 3 when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Level 3 and/or the End User against any claim, loss or damage arising from providing this information to Level 3. It is the responsibility of Level 3 to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8. Operator Services (Operator Call Processing and Directory Assistance)

- 8.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 8.1 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 8.1.1 . Process 0+ and 0- dialed local calls

- 8.1.3 .2 Process 0+ and 0- intraLATA toll calls.
- 8.1.4 Process calls that are billed to Level 3 end user's calling card that can be validated by BellSouth.
- 8.1.5 Process person-to-person calls.
- 8.1.6 Process collect calls.
- 8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.
- 8.1.8 Process station-to-station calls.
- 8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.
- 8.1.10 Process emergency call trace originated by Public Safety Answering Points.
- 8.1.11 Process operator-assisted directory assistance calls.
- 8.1.12 Adhere to equal access requirements, providing Level 3 local end users the same IXC access that BellSouth provides its own operator service.
- 8.1.13 Exercise at least the same level of fraud control in providing Operator Service to Level 3 that BellSouth provides for its own operator service.
- 8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.1.15 Direct customer account and other similar inquiries to the customer service center designated by Level 3.
- 8.1.16 Provide call records to Level 3 in accordance with ODUF standards.
- 8.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.2 Directory Assistance Service
 - 8.2.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Level 3's end user. BellSouth shall provide caller-

optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

8.3.1 Directory Assistance Service Updates

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

8.3.2 New end user connections

8.3.3 End user disconnections

8.3.4 End user address changes

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

8.4 Branding for Operator Call Processing and Directory Assistance

8.4.1 BellSouth's branding feature provides a definable announcement to Level 3 end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Level 3's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.

8.4.2 BellSouth offers three branding offering options to Level 3 when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

8.4.3 Upon receipt of the branding order from Level 3, the order is considered firm after ten (10) business days. Should Level 3 decide to cancel the order, written notification to Level 3's BellSouth Account Executive is required. If Level 3 decides to cancel after ten (10) business days from receipt of the branding order, Level 3 shall pay all charges per the order.

8.4.4 Branding via Originating Line Number Screening (OLNS)

8.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding Level 3 shall not be required to purchase dedicated trunking.

8.4.4.2 BellSouth Branding is the default branding offering.

8.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance Level 3 must have its

Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, Level 3 must submit a manual order form which requires, among other things, Level 3's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Level 3 shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Level 3's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all Level 3 end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

- 8.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, Level 3 shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.
- 8.4.5 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.5.1 Where Level 3 resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Level 3's end user calls to that provider through Selective Call Routing.
- 8.4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Level 3 to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.5.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.4.5.4 Where available, Level 3 specific and unique line class codes are programmed in each BellSouth end office switch where Level 3 intends to service end users with customized OCP/DA branding. The line class codes specifically identify Level 3's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Level 3 intends to provide Level 3-branded OCP/DA to its end users in these multiple rate areas.

- 8.4.5.5 BellSouth Branding is the default branding offering.
- 8.4.5.6 SCR-LCC supporting Custom Branding and Self Branding require Level 3 to order dedicated transport and trunking from each BellSouth end office identified by Level 3, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Level 3 Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.4.5.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.5.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Level 3 to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.6 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Level 3 requires service.
 - 8.4.6.1 Directory Assistance customized branding uses:
 - 8.4.6.2 the recording of Level 3
 - 8.4.6.3 the loading of the recording in each switch.
 - 8.4.6.4 Operator Call Processing customized branding uses:
 - 8.4.6.5 the recording of Level 3
 - 8.4.6.6 2 the loading of the recording in each switch.
 - 8.4.6.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.
- 9. **Line Information Database (LIDB)**
 - 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
 - 9.2 BellSouth will provide LIDB Storage upon written request to Level 3's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.

11.2. BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	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.																	
3.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

LINE INFORMATION DATA BASE (LIDB)**RESALE STORAGE AGREEMENT****I. Definitions (from Addendum)**

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Level 3.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Level 3.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Level 3 for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Level 3 and pursuant to which BellSouth, its LIDB customers and Level 3 shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Level 3's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Level 3 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Level 3, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Level 3's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Level 3 has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Level 3 from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Level 3 indicating the

local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

- ☐ BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Level 3 of fraud alerts so that Level 3 may take action it deems appropriate.

☐

III. Responsibilities of the Parties

☐

- A. BellSouth will administer all data stored in the LIDB, including the data provided by Level 3 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Level 3 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

☐

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Level 3's data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify Level 3 end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Level 3 is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.
- (2) BellSouth shall have no obligation to become involved in any disputes between Level 3 and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Level 3. It shall be the responsibility of Level 3 and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Level 3 will not be charged a fee for storage services provided by BellSouth to Level 3, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing

jurisdiction with respect to the provision of the service set forth herein will be paid by Level 3 in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from Level 3, BellSouth will provide the Optional Daily Usage File (ODUF) service to Level 3 pursuant to the terms and conditions set forth in this section.
2. Level 3 shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Level 3 customer.
4. Charges for ODUF will appear on Level 3's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. Level 3 will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in Level 3's billing system will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll

 - WATS and 800 Service

- N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Level 3.
- 6.1.4 In the event that Level 3 detects a duplicate on ODUF they receive from BellSouth, Level 3 will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 The ODUF will be distributed to Level 3 via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

6.2.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.

6.3 ODUF Packing Specifications

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

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

6.5 ODUF Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from Level 3, BellSouth shall send test files to Level 3 for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Level 3 set up a production (live) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on the ODUF. These test calls are logged by Level 3, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Level 3 shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the EODUF will appear on Level 3's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

Customer usage data for flat rated local call originating from Level 3's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Level 3.
- 7.1.3 In the event that Level 3 detects a duplicate on EODUF they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The EODUF feed will be distributed to Level 3 via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among Level 3's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission as set forth in Section 6.2.2 above.
- 7.2.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.
- 7.3 Packing Specifications
- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data

exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Kentucky													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1			Exhibit: E		
								Incremental Charge - 1st	Incremental Charge - Add'l	OSS Rates (\$)	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st
					Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	
APPLICABLE DISCOUNTS													
	Residence %							16.79					
	Business %							15.54					
	CSAs %							15.54					
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"													
NOTE: (1) CLEC should contact its contract negotiator, if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in													
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							3.50	0.00	3.50	0.00		
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							19.99	0.00	19.99	0.00		
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)													
	Selective Routing Per Unique Line Class Code Per Request Per Switch							93.53	93.53	15.58	15.58		
ODUFEODUF SERVICES													
OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message							0.0000136					
	ODUF: Message Processing, per message							0.002506					
	ODUF: Message Processing, per Magnetic Tape provisioned							35.90					
	ODUF: Data Transmission (CONNECT DIRECT), per message							0.00010372					
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)													
	EODUF: Message Processing, per message							0.235889					

Attachment 2

Network Elements and Other Services

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Rates Exhibit A

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Level 3 in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Level 3 (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require Level 3 to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment Level 3 used in the provision of a qualifying service, as defined by the FCC. Level 3 may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.3 BellSouth shall, upon request of Level 3, and to the extent technically feasible, provide to Level 3 access to its Network Elements for the provision of Level 3's qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Level 3 may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Except to the extent required the Report and Order on Remand and Further Notice of Proposed Rulemaking (rel. Aug. 21, 2003) ("TRO"), any Network Elements that no longer require unbundling on a national level will no longer be available pursuant to this Agreement.
- 1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of elements that is available to Level 3 under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered

termination for purposes of any volume and/or term commitments and/or grandfathered status between Level 3 and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

- 1.8 Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), Level 3 will submit orders to rearrange or disconnect those arrangements or services within thirty (30) calendar days of the Effective Date of this Agreement [**2-1: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE**] or within the transition period permitted under applicable law, whichever is longer. *If orders to rearrange or disconnect those arrangements or services are not received by the 31st day after the Effective Date of this Agreement, BellSouth may disconnect those arrangements or services without further notice, or such other reasonable time that is mutually negotiated between the Parties.* Where no re-termination or physical rearrangement of circuits or service is required, Level 3 will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent a Network Element requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. Notwithstanding any statement in this Agreement, BellSouth shall not impose any untariffed terminations termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled network elements.

- 1.8.1 [**2-2: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE AND STRIKE ITALICIZED LANGUAGE**] Level 3 may utilize Network Elements and Other Services to provide services consistent with 47 C.F.R. § 51.309 and Commission orders as long as such services are consistent with industry standards and applicable BellSouth Technical References.

(BellSouth Proposal) *Notwithstanding anything to the contrary in this Attachment, in the event of a conflict between applicable law and a BellSouth TR, Level 3 reserves the right to dispute under the resolution of disputes procedures contained in Section 10 of the General Terms and Conditions.*

(Level 3 Proposal) This Attachment contains references to numerous BellSouth Technical references, "TR". In the event of a conflict between applicable law and a BellSouth TR, the law controls.

1.8.2 Routine Network Modifications

[ISSUE NINE / 2-3: THE PARTIES HAVE BEEN UNABLE TO AGREE ON LANGUAGE FOR THIS SECTION. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(BellSouth Proposal): If a UNE is not readily available but can be made available through routine network modifications, as defined by the FCC in 47 CFR 51.319 (a) (8) and (e) (5), and BellSouth has anticipated such routine network modifications as a result of performing them during normal operations and has covered the costs for performing such modifications within BellSouth's normal cost studies, then BellSouth shall perform such routine network modifications in an expeditious and nondiscriminatory manner and as required by FCC and Commission rules and orders. Routine Network Modifications that have been included into the cost of a UNE shall be performed at no additional cost to Level 3, within the intervals established for the UNE, and subject to the performance measurements and associated remedies set forth in Attachment 9. Routine Network Modifications that have not been included in the cost of a UNE shall be performed either a) according to the terms and conditions of section 2.14 of this agreement, or b) pursuant to BellSouth's Special Construction Process.

(Level 3 Proposal): Except to the extent expressly provided otherwise in this Attachment, if a Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC as defined by the FCC in 47 CFR 51.319 a (8) or Commission, Level 3 may request BellSouth to perform such routine network modifications. The first time each request will be handled as a project on an individual case basis. Once a particular routine network modification has been performed on behalf of any CLEC by BellSouth, BellSouth will develop a standard process and costs for that particular routine modification for all Bell South states. BellSouth will provide a price quote for the request, and upon receipt of payment by Level 3, BellSouth shall perform the routine network modifications.

To the extent that Bell South recovers the costs of routine network modifications in UNE rates or any other charges, there shall be no separate charge for a routine network modification.

[2-3: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]

1.8.2.1 “routine network modifications” include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer; and attaching electronic and other equipment that Bell South ordinarily attaches to a DS1 loop to activate such loop for its own customers. They also include activities needed to enable Level 3 to obtain access to a dark fiber loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier.

[ISSUE TEN / 2-3: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]

1.8.2.2 Bell South will performed all routine network modifications, as defined by the FCC or Commission, for Level 3 by a process that its non discriminatory and at parity with the process that Bell South utilizes for its own customers. To the extent that Bell South recovers the costs of routine network modifications in UNE rates or any other charges, there shall be no separate charge for a routine network modification.

1.8.3 Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.9 Commingling of Services

1.9.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that Level 3 has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

1.9.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth’s network with access services or inputs for non-qualifying services.

1.9.3 BellSouth will not “ratchet” a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates

set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.

- 1.9.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the higher grade of service.
- 1.10 If Level 3 reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Level 3 for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.

1.11 Rates

- 1.11.1 The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Level 3 purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.11.3 If Level 3 modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Level 3 in accordance with FCC No. 1 Tariff, Section 5.
- 1.11.4 A one-month minimum billing period shall apply to all Network Elements and Other Services.

2 Unbundled Loops

2.1 General

- 2.1.1 The local loop Network Element (Loop) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's customer premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as

Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises. Level 3 shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.1.2 As set forth in FCC rule 51.319(i), in new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.
- 2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Level 3 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements set forth in 251(c)(5) and 51.325-335 and any applicable State requirements. . In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH facilities.
- 2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Level 3. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible. **[2-4: LEVEL 3 PROPOSES TO STRIKE THE ITALICIZED LANGUAGE] *In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.***
- 2.1.1.5 A "hybrid loop" is a local loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. For hybrid loops, where Level 3 seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide Level 3 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises. When Level 3 seeks access to a hybrid loop for the provision of narrowband services, Bell South will provide access pursuant to 51.319 (a) (2).
- 2.1.1.6 Level 3 may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.
- 2.1.2 The provisioning of a Loop to Level 3's collocation space 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. These cross connects are

separate components that are not considered a part of the Loop, and thus, have a separate charge.

- 2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.4 The Loop shall be provided to Level 3 in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references. **[2-5: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] Bell South shall provide access to physical loop test points on a nondiscriminatory basis for the purpose of loop testing, maintenance, and repair activities.**
- 2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Level 3 wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), Level 3 may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Level 3 (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Level 3 for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.
- 2.1.6 **Loop Testing/Trouble Reporting**
- 2.1.6.1 Level 3 will be responsible for testing and isolating troubles on the Loops. Level 3 must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the

trouble report, Level 3 will be required to provide the results of the Level 3 test which indicate a problem on the BellSouth provided Loop.

2.1.6.2 Once Level 3 has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.

2.1.6.3 If Level 3 reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge Level 3 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.

2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Level 3 (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Level 3 for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

2.1.7.1 "Order Coordination" (OC) allows BellSouth and Level 3 to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Level 3's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows Level 3 to order a specific time for OC to take place. BellSouth will make every effort to accommodate Level 3's specific conversion time request. However, BellSouth reserves the right to negotiate with Level 3 a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Level 3 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Level 3 specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order

due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.8 CLEC to CLEC Conversions for Unbundled Loops

- 2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Level 3 when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in Level 3's Interconnection Agreement before requesting a conversion.
- 2.1.8.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.1.8.3 The Loops converted to Level 3 pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

2.1.8.4

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Level 3 must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.9 Bulk Migration

2.1.9.1 If Level 3 requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, Level 3 must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, “UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration.” This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at

www.interconnection.bellsouth.com/guides/html/unes.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.5 of this Attachment.

2.1.10 Ordering Guidelines and Processes

- 2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, Level 3 should refer to the “Guides” section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: <http://www.interconnection.bellsouth.com/>
- 2.1.10.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the “CLEC UNE Products” website at the following address: <http://www.interconnection.bellsouth.com/guides/html/unes.html>

2.2.1 Unbundled Voice Loops (UVLs)

- 2.2.1 BellSouth shall make available the following UVLs:
- 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
- 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
- 2.2.1.3 4-wire Analog Voice Grade Loop (Designed)
- 2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Level 3 will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Level 3. Level 3 may also order OC-TS when a specified

conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Level 3 may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Level 3. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Level 3 to coordinate the installation of the Loop with the disconnect of an existing customer’s service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Level 3 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Level 3 or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Level 3 may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of

local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface, although DS3 transport may be provisioned... [2-6: THE PARTIES DISAGREE HOW TO FINISH THIS SENTENCE. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(Level 3 Proposal) over fiber optic systems.

(BellSouth Proposal) where facilities and capacity are available for assignment.

- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability.
- 2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC [2-3: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] or Commission, Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. The request will be handled as a project on an individual case basis...

[2-3: THE PARTIES HAVE BEEN UNABLE TO AGREE ON HOW THE FOLLOWING SENTENCE(S) SHOULD BE PHRASED. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(Level 3 Proposal) The first time each routine network modification is requested by a CLEC, it will be handled as a project on an individual case basis. Once a particular routine network modification has been performed on behalf of any CLEC by BellSouth, then BellSouth will develop a standard process and costs for that particular routine network modification for all BellSouth states.

(BellSouth Proposal) *Each request will be handled as a project on an individual case basis.*

BellSouth will provide a price quote for the request, and upon receipt of payment by Level 3, BellSouth shall perform the routine network modifications.

2.3.12 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.13 Level 3 may access a total capacity of two (2) DS3s per any single End User location at the Network Element rates set forth in Exhibit A.

2.3 Unbundled Copper Loops (UCL)

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Level 3.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Level 3 to provide a wide-range of telecommunications services as long as those services do not significantly degrade BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for

UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by Level 3 or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.

2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Level 3 can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Level 3 may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Level 3 to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 Level 3 may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the

BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards-and/or the BellSouth TR 73600. **[2-7: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]** To the extent BellSouth seeks to recover the costs of Line Conditioning from CLECs, all rates shall conform to section 252(d)(1) of the Act and rule 51.507(e).

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops **[2-8: LEVEL 3 PROPOSES TO STRIKE THE ITALICIZED LANGUAGE]** *that are less than 18,000 feet in length.*

2.5.3 For any copper loop being ordered by Level 3 which has over 6,000 feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Level 3. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 Level 3 may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates... **[2-9: THE PARTIES HAVE BEEN UNABLE TO AGREE ON HOW TO COMPLETE THIS SENTENCE. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]**

(Level 3 Proposal) ... that conform to section 252(d) of the Act and rule 52.507(e).

(BellSouth Proposal) ...pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If Level 3 requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. Level 3 will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.
- 2.5.8 Level 3 shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.

~~2-62.5~~ **Loop Provisioning Involving Integrated Digital Loop Carriers**

- 2.6.1 Where Level 3 has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Level 3. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Level 3 (e.g. hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.
 4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).
- 2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.
- 2.6.3 If no alternate facility is available, and upon request from Level 3, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to

determine the additional costs required to provision facilities. Level 3 will then have the option of paying the one-time SC rates to place the Loop.

2.6 **Network Interface Device**

2.6.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's customer premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.6.2 BellSouth shall permit Level 3 to connect Level 3's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.6.3 **Access to NID**

2.7.3.1 Level 3 may access the End User's customer premises wiring by any of the following means and Level 3 shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow Level 3 to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 Level 3 may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Level 3's responsibility to ensure there is no safety hazard, and Level 3 will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.
- 2.7.3.3 Level 3 shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 Level 3 shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Level 3 to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to Level 3's NID.
- 2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. Level 3 may request BellSouth to do additional work to the NID on a time and material basis. When Level 3 deploys its own local Loops in a multiple-line termination device, Level 3 shall specify the quantity of NID connections that it requires within such device.

2.8 Sub-loop Elements

- 2.8.1 Where existing capacity is available, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device **[2-10: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] and/or accessible terminal**. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. **Unbundled subloops for multiunit premises access shall be available to Level 3 irrespective of the capacity level or type of loop such carrier will provide to its customer at that premises. Bell South shall provide access to unbundled subloops to access multiunit premises without requiring collocation.** BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.8.2.3.1 If Level 3 requests a UCSL and it is not available, Level 3 may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

2.8.2.4.1 Upon request for USLD-INC from Level 3, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in

25-pair increments for Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

- 2.8.2.5 For access to Voice Grade USLD and UCSL, Level 3 shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address:
<http://www.interconnection.bellsouth.com/products/html/un.es.html>.
- 2.8.2.7 The site set-up must be completed before Level 3 can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Level 3's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, Level 3 will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.2.9 **[2-2: LEVEL 3 PROPOSES TO STRIKE THE ITALICIZED LANGUAGE]**
Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers. **[2-11: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]** In light of the fact that Level 3 is not obligated to provide unbundled access to network elements under the Act, the term "Provisioning Party" shall always refer to Bell South for the purposes of this section 2.8.3.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs where Level 3 owns or controls NTW in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, Level 3 will install UNTW Access Terminals for BellSouth in accordance with State rules.

2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the

Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 Unbundled Sub-Loop Feeder

- 2.8.4.1 Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, Level 3 will either

negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and Level 3 has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill Level 3 any applicable disconnect charges.

2.8.5 Unbundled Loop Concentration

2.8.5.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Level 3, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.8.6 Dark Fiber Loop

2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Loops.

2.8.6.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, as defined by the FCC **[ISSUE NINE: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]** or Commission, Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis.

[ISSUE NINE: THE PARTIES HAVE BEEN UNABLE TO AGREE ON HOW THE FOLLOWING SENTENCE(S) SHOULD BE PHRASED. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(Level 3 Proposal) The first time each routine network modification is requested by a CLEC, it will be handled as a project on an individual case basis. Once a particular routine network modification has been performed on behalf of any CLEC by BellSouth, then BellSouth will develop a standard process and costs for that particular routine network modification for all BellSouth states.

(BellSouth Proposal) Each request will be handled as a project on an individual case basis.

BellSouth will provide a price quote for the request, and upon receipt of payment by Level 3, BellSouth shall perform the routine network modifications.

2.8.6.3 Requirements

- 2.8.6.3.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes, **[2-12: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE] however, no more than 8% of the fiber strands may be reserved for such purposes;** (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a **twelve month two-year** planning period. BellSouth is not required to **trench and** place the fiber for Dark Fiber Loop if none is available.
- 2.8.6.3.2 Level 3 is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.8.6.3.3 BellSouth shall use its commercially reasonable efforts to provide to Level 3 information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from Level 3.
- 2.8.6.3.4 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Level 3 within twenty (20) business days after Level 3 submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Level 3 to connect Level 3 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.8 Loop Makeup

2.9.1 Description of Service

- 2.9.1.1 BellSouth shall make available to Level 3 LMU information so that Level 3 can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Level 3 intends to install and the services Level 3 wishes to provide. This section addresses LMU as a preordering transaction,

distinct from Level 3 ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

- 2.9.1.2 BellSouth will provide Level 3 LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to Level 3 as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 **[2-13: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]** Level 3 may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not **significantly degrades** *disrupt* other services on the BellSouth network **in accordance with rule 51.233**. The determination shall be made solely by Level 3 and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Level 3's ability to provide advanced data services over the ordered Loop type. Further, if Level 3 orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Level 3 is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

- 2.9.2.1 Level 3 may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Level 3 needs further Loop information in order to determine Loop service capability, Level 3 may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
- 2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: <http://interconnection.bellsouth.com/guides/html/unes.html> . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.
- 2.9.3 **Loop Reservations**
- 2.9.3.1 For a Mechanized LMUSI, Level 3 may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Level 3 may reserve up to three (3) Loop facilities.
- 2.9.3.2 Level 3 may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to Level 3. During and prior to Level 3 placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Level 3 does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Level 3 will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Level 3 does not reserve facilities upon an initial LMUSI, Level 3's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.9.3.5 Where Level 3 has reserved multiple Loop facilities on a single reservation, Level 3 may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Level 3, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Level 3.

3 Line Sharing

- 3.1 General
- 3.1.1 Line Sharing is defined as the process by which Level 3 provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and Level 3 using the high frequency spectrum (as defined below) of the loop.
- 3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with Level 3. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.
- 3.1.3 For the period from October 2, 2003, through October 1, 2004, Level 3 may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, Level 3 may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.
- 3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with Level 3, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.
- 3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Level 3 the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Level 3 shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.1.8 BellSouth will provide Loop Modification to Level 3 on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment.

BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 shall pay for the Loop to be restored to its original state.

- 3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Level 3 desires to continue providing xDSL service on such Loop, Level 3 shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give Level 3 notice in a reasonable time prior to disconnect, which notice shall give Level 3 an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Level 3 purchases a voice grade Loop, Level 3 acknowledges that such Loop may not remain xDSL compatible.
- 3.1.10 If Level 3 reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge Level 3 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.
- 3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

- 3.2.1 BellSouth will provide Level 3 with access to the High Frequency Spectrum as follows:
- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
- 3.2.1.2 Level 3 may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Level 3's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of Level 3 in a central office in which Level 3 is located, Level 3 shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Level 3 shall pay the electronic or manual ordering charges as applicable when Level 3 orders High Frequency Spectrum for End User service.

3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Level 3's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Level 3 access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Level 3's xDSL equipment in Level 3's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Level 3 with a carrier notification letter, informing Level 3 of change. Level 3 shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. Level 3 shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.

3.3.2 BellSouth will install the splitter in (i) a common area close to Level 3's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Level 3's DS0 termination point as possible. Level 3 shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Level 3 on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Level 3 DS0 at such time that a Level 3 End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

3.4.1 Level 3 may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.2 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may

install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 Ordering – Line Sharing

- 3.5.1 Level 3 shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 3.5.2 BellSouth will provide Level 3 the LSR format to be used when ordering the High Frequency Spectrum.
- 3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.5.4 BellSouth will provide Level 3 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Level 3 shall pay the rates for such services, as described in Exhibit A.

3.6 Maintenance and Repair – Line Sharing

- 3.6.1 Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If Level 3 is using a BellSouth owned splitter, Level 3 may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Level 3 provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. Level 3 will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.3 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event the End Users should call BellSouth.
- 3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Level 3, BellSouth will notify Level 3. Level 3 will provide at least one but no more than two (2) verbal CFA pair changes to

BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Level 3 will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Level 3's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 Line Splitting

- 3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.7.2 In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.7.3 Where Level 3 is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following sections in this Attachment.
- 3.7.4 Level 3 shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Level 3 will not provide voice and data services.
- 3.7.5 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by Level 3 or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.
- 3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Level 3 for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Level 3 or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Level 3 or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Level 3 or its authorized agent submits an LSR to BellSouth to change the Loop.

3.8 Provisioning Line Splitting and Splitter Space

- 3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Level 3 or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.
- 3.8.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.

3.9 Ordering – Line Splitting

- 3.9.1 Level 3 shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.
- 3.9.2 BellSouth shall provide Level 3 the LSR format to be used when ordering Line Splitting service.
- 3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.9.4 BellSouth will provide Level 3 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Level 3 shall pay the rates for such services as described in Exhibit A.
- 3.9.5 BellSouth will provide Loop modification to Level 3 on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled

Loop Modification may be found on the web at:

<http://www.interconnection.bellsouth.com/html/unec.html>. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

- 3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. Level 3 will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.
- 3.10.2 Level 3 shall inform its End Users to direct all problems to Level 3 or its authorized agent.
- 3.10.3 If Level 3 is not the data provider, Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

4 Local Switching

- 4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Level 3 for the provision of a telecommunications service.
- 4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**
- 4.2.1 Local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.
- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Level 3 when Level 3: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Level 3 is serving any End User as described in (2) above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which

such arrangement must be terminated by Level 3 or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

- 4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.
- 4.2.4 Local Switching that is not required to be provided as a UNE will be provided pursuant to a separate agreement or a tariff, at BellSouth's discretion.
- 4.2.5 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.6 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Level 3's End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.7 Provided that Level 3 purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Level 3 local End User, or originated by a BellSouth local End User and terminated to a Level 3 local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge Level 3 the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Level 3 shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.
- 4.2.8 Where Level 3 purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Level 3 End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge Level 3 the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Level 3 shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Level 3 the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.2.10 **Unbundled Port Features**

4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit A, and as specified in such exhibit, may or may not include individual features.

4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.10.4 BellSouth will provide to Level 3 selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by Level 3 will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to Level 3 an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Level 3 will ensure that the following conditions are satisfied:

4.2.11.1.1 That the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.2.11.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.2.11.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.2.11.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).

4.2.11.2 In addition to the charge for the URCF service port, BellSouth shall charge Level 3 the rates set forth in Exhibit A for unbundled local switching, tandem switching,

and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.2.12 **Provision for Local Switching**

4.2.12.1 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.

4.2.12.2 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.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Level 3 all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Level 3.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 Level 3 shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A. BellSouth shall provide the following local switching interfaces:

4.2.13.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

- 4.2.13.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 4.2.13.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.2.14 All End Users of Level 3 who have service provisioned via 4-Wire ISDN DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.
- 4.2.15 Level 3 shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.
- 4.2.16 Level 3 shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.
- 4.2.17 Level 3 will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the CLEC's End Users.

4.34.2 **Tandem Switching**

- 4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.
- 4.3.1.1 Where Level 3 utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize

Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

- 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:
 - 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Level 3 and BellSouth;
 - 4.3.2.1.3 Where applicable, Tandem Switching shall provide AIN 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;
 - 4.3.2.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;
 - 4.3.2.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and
 - 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Level 3.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll free traffic received from Level 3's local switch.

- 4.3.2.5 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.
- 4.3.3 Upon Level 3's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Level 3's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 Where BellSouth provides local switching to Level 3, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of Level 3. AIN SCR will provide Level 3 with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 Level 3 shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.
- 4.4.3 AIN SCR is not available in DMS 10 switches.
- 4.4.4 Where AIN SCR is utilized by Level 3, the routing of Level 3's End User calls shall be pursuant to information provided by Level 3 and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.
- 4.4.5 Upon ordering AIN SCR Regional Service, Level 3 shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each Level 3 End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. Level 3 shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.
- 4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN SCRSCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) calendar days to respond to Level 3's fully completed firm order as

a Regional Service Order. With the delivery of this firm order response to Level 3, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when at least ninety (90) percent of the Central Offices listed on the original order have been turned up for the service.

- 4.4.7 The nonrecurring End Office Establishment Charge will be billed to Level 3 following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End-User Establishment Charges will be billed to Level 3 following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN SCR Per Query Charge will be billed to Level 3 following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching, unbundled local transport, etc., will be billed per contracted rates.

4.5 Selective Call Routing Using Line Class Codes (SCR-LCC)

- 4.5.1 Where Level 3 purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Level 3's End User calls to that provider through Selective Call Routing.
- 4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Level 3 to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 4.5.3 Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 4.5.4 Where available, Level 3 specific and unique LCCs are programmed in each BellSouth end office switch where Level 3 intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Level 3's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Level 3 intends to provide Level 3 -branded OCP/DA to its End Users in these multiple rate areas.

- 4.5.5 SCR-LCC supporting Custom Branding and Self Branding require Level 3 to order dedicated trunking from each BellSouth end office identified by Level 3, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Level 3 Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.
- 4.5.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Level 3 to the BellSouth TOPS.
- 4.5.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

- 5.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by Level 3 are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by Level 3 are not already combined by BellSouth in the location requested by Level 3 but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Level 3 are not elements that BellSouth combines for its use in its network.
- 5.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth’s network.

5.2 Enhanced Extended Links (EELs)

- 5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Level 3

with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

- 5.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.
- 5.2.3 By placing an order for a high-capacity EEL, Level 3 thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Level 3's high-capacity EELs as specified below.
- 5.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC [**ISSUE NINE: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE**] or Commission, Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.

[ISSUE NINE: THE PARTIES HAVE BEEN UNABLE TO AGREE ON HOW THE FOLLOWING SENTENCE(S) SHOULD BE PHRASED. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(Level 3 Proposal) The first time each routine network modification is requested by a CLEC, it will be handled as a project on an individual case basis. Once a particular routine network modification has been performed on behalf of any CLEC by BellSouth, then BellSouth will develop a standard process and costs for that particular routine network modification for all BellSouth states.

(BellSouth Proposal) Each request will be handled as a project on an individual case basis.

BellSouth will provide a price quote for the request, and upon receipt of payment by Level 3, BellSouth shall perform the routine network modifications [**2-3: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE**] on a **nondiscriminatory and parity basis. Notwithstanding the foregoing, there shall be no charge for such routine modifications to the extent that such costs are recovered through the UNE rates or other charges.**

5.2.5 Service Eligibility Criteria

- 5.2.5.1 Level 3 must certify for each high-capacity EEL that all of the following service eligibility criteria are met:
- 5.2.5.1.1 Level 3 has received state certification to provide local voice service in the area being served;
- 5.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 5.2.5.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 5.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 5.2.5.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 5.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);
- 5.2.5.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which Level 3 will transmit the calling party's number in connection with calls exchanged over the trunk;
- 5.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Level 3 will have at least one (1) active DS1 local service interconnection trunk over which Level 3 will transmit the calling party's number in connection with calls exchanged over the trunk;
- 5.2.5.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 5.2.6 BellSouth may, on an annual basis, audit Level 3's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that , Level 3 did not comply in any material respect with the service eligibility criteria, Level 3 shall reimburse BellSouth for the **[2-14: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] reasonable and demonstrable** cost of the independent

auditor. To the extent the auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications.

- 5.2.7 In the event Level 3 converts special access services to UNEs, Level 3 shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE Port/Loop Combinations

- 5.3.1 Combinations of port and loop unbundled Network Elements along with switching and transport unbundled Network Elements provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.
- 5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Level 3 if Level 3's customer has four (4) or more DS0 equivalent lines.
- 5.3.4 BellSouth shall not be required to provide local circuit switching as a UNE or combination of UNEs if the End User is being served by a BellSouth DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Level 3 is serving any End User as described above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by Level 3 or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.
- 5.3.5 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE port/Loop combinations. BellSouth will not bill Level 3 for 911 surcharges. Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

5.4 **Rates**

5.4.1 **[2-15: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]**
The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations **and shall conform with 252(d)(1) of the Act.** Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.

5.4.2 **[2-15: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]**
The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations **and shall conform with 252(d)(1) of the Act.** Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.

5.4.3 Except as set forth in this Section 5, BellSouth shall provide UNE port/loop combinations specifically set forth in Exhibit A that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A.

5.4.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Level 3 in addition to those specifically referenced in this Section 5 above, where available. To the extent Level 3 requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

6 **Transport, Channelization and Dark Fiber**

6.1 **Transport**

6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to interoffice transmission facilities described in this Section 6 on an unbundled basis to Level 3 for the provision of a qualifying service, as set forth herein.

6.1.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that Level 3 uses for transmission between wire centers or switches owned by BellSouth and within the same LATA, **[2-16: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] including but not limited to, BellSouth's reverse collocation arrangements.**

- 6.1.1.2 Dark Fiber Transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics, between wire centers or switches owned by BellSouth and within the same LATA;
- 6.1.1.3 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.
 - 6.1.1.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to Level 3.
- 6.1.2 BellSouth shall:
 - 6.1.2.1 Provide Level 3 exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.1.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility;
 - 6.1.2.3 Permit, to the extent technically feasible, Level 3 to connect such interoffice facilities to equipment designated by Level 3, including but not limited to, Level 3's collocated facilities; and
 - 6.1.2.4 Permit, to the extent technically feasible, Level 3 to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.1.3 Technical Requirements of Common (Shared) Transport
 - 6.1.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 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 applicable industry standards.
 - 6.1.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
 - 6.1.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

6.2.1 BellSouth shall offer Dedicated Transport in each of the following ways:

6.2.1.1 As capacity on a shared UNE facility.

6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Level 3.

6.2.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.2.3 Level 3 may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC **[ISSUE NINE: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE]** or Commission, Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.

[ISSUE NINE: THE PARTIES HAVE BEEN UNABLE TO AGREE ON HOW THE FOLLOWING SENTENCE(S) SHOULD BE PHRASED. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(Level 3 Proposal) The first time each routine network modification is requested by a CLEC, it will be handled as a project on an individual case basis. Once a particular routine network modification has been performed on behalf of any CLEC by BellSouth, then BellSouth will develop a standard process and costs for that particular routine network modification for all BellSouth states.

(BellSouth Proposal) *Each request will be handled as a project on an individual case basis.*

BellSouth will provide a price quote for the request, and upon receipt of payment by Level 3, BellSouth shall perform the routine network modifications.

6.2.6 **Technical Requirements**

- 6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Level 3 designated traffic.
- 6.2.6.2 For DS1 or DS3 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 applicable industry standards.
- 6.2.6.3 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.2.6.3.1 DS0 Equivalent;
 - 6.2.6.3.2 DS1;
 - 6.2.6.3.3 DS3; and
 - 6.2.6.3.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.2.6.4 BellSouth shall design Dedicated Transport according to its network infrastructure. Level 3 shall specify the termination points for Dedicated Transport.
- 6.2.6.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.2.6.6 **BellSouth Technical References:**
 - 6.2.6.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.2.6.6.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.2.6.6.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

- 6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, Level 3 may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 6.3.2 BellSouth shall make available the following channelization systems and interfaces:
- 6.3.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.
- 6.3.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.3.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.3.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.
- 6.3.3 Technical Requirements
- 6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Level 3's channelization equipment must adhere strictly to form and protocol standards. Level 3 must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
- 6.3.3.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995
- 6.4 **Dark Fiber Transport**
- 6.4.1 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Transport.

- 6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined by the FCC [**ISSUE NINE: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE**] or Commission. Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.

[ISSUE NINE: THE PARTIES HAVE BEEN UNABLE TO AGREE ON HOW THE FOLLOWING SENTENCE(S) SHOULD BE PHRASED. LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE]

(Level 3 Proposal) The first time each routine network modification is requested by a CLEC, it will be handled as a project on an individual case basis. Once a particular routine network modification has been performed on behalf of any CLEC by BellSouth, then BellSouth will develop a standard process and costs for that particular routine network modification for all BellSouth states.

(BellSouth Proposal) Each request will be handled as a project on an individual case basis.

BellSouth will provide a price quote for the request, and upon receipt of payment by Level 3, BellSouth shall perform the routine network modifications.

6.4.3 Requirements

- 6.4.3.1 [**2-12: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE AND STRIKE THE ITALICIZED LANGUAGE**]BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, **however, not more than 8% of the fiber strands or twelve fiber strands, whichever is lower, in a particular fiber cable shall be reserved for such purposes**, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a **twelve month two-year** planning period. BellSouth is not required to **trench and** place fibers for Dark Fiber Transport if there are none available.
- 6.4.3.2 Level 3 is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.3 BellSouth shall use its best efforts to provide to Level 3 information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Level 3. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport. **[2-17: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE] If Bell South determines that Dark Fiber Transport is not available over a particular route, in its response, Bell South will provide information regarding: (i) the number of dark fiber strands reserved for maintenance purposes, (ii) the number of fiber strands reserved for Bell South's firm customer orders, (iii) the number of fiber strands otherwise not available for one of the reasons provided in section 6.4.3.1 above, and (iv) the total number of strands on the requested route. In this response, Bell South shall also inform Level 3 if a routine network modification could be implemented to make dark fiber available along the requested route. In its response, Bell South will inform Level 3 if fewer than the requested number of dark fiber strands are available on the requested route.**

6.4.3.4 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Level 3 within twenty (20) business days after Level 3 submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Level 3 to connect Level 3 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 Databases

7.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to Level 3.

[2-18: LEVEL 3 PROPOSES TO INSERT THE BOLDED LANGUAGE. BELL SOUTH PROPOSES TO ADD THE ITALICIZED LANGUAGE. THE PARTIES HAVE NOT COME TO AGREEMENT ON THIS SENTENCE] Notwithstanding the foregoing, Bell South shall provide Level 3 with non-discriminatory access to 911 and E911 databases on an unbundled basis as required by FCC rule 51.319(f) *in accordance with Section 11 of this Attachment.*

- 7.2 To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 of this Attachment, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

8 **BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**

- 8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Level 3's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.
- 8.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

9 **Line Information Database**

- 9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User 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's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

9.2 **Technical Requirements**

- 9.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 9.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth

shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.

- 9.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 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.
- 9.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 9.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 9.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 9.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 9.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3'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.
- 9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, 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 Level 3 to negotiate a time frame for the updates, not to exceed three business days.
- 9.2.10 BellSouth shall perform backup and recovery of all of Level 3'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.

- 9.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.
- 9.2.12 BellSouth shall prevent any access to or use of Level 3 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 Level 3 in writing.
- 9.2.13 BellSouth shall provide Level 3 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 Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 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 Level 3 under the BFR/NBR process as set forth in Attachment 11.
- 9.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.
- 9.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 9.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

9.3 Interface Requirements

- 9.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 9.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
- 9.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 9.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

9.3.5 The application of the LIDB rates contained in Exhibit A to this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. Level 3 shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Level 3 shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

10 **Signaling**

10.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. 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.

10.2 **Signaling Link Transport**

10.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated Signaling Points of Interconnection that provide appropriate physical diversity.

10.2.2 **Technical Requirements**

10.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

10.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

10.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

10.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

10.2.4.1 An A-link layer shall consist of two (2) links.

10.2.4.2 A B-link layer shall consist of four (4) links.

- 10.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 10.2.4.4 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 (2) separate physical paths end-to-end); and
- 10.2.4.5 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.2.5 Interface Requirements

- 10.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Level 3's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10.3 Signaling Transfer Points

- 10.3.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

10.3.2 Technical Requirements

- 10.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.
- 10.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 10.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the 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 Level 3 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.

10.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 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 Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.

10.3.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).

10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 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 may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

10.4 SS7

10.4.1 When technically feasible and upon request by Level 3, SS7 AIN Access shall be made available in association with 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 Level 3's SS7 network to exchange TCAP queries and responses with a Level 3 SCP.

10.4.2 SS7 AIN Access shall provide Level 3 SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 AIN 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 Level 3 SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

10.4.3 Interface Requirements

- 10.4.3.1 BellSouth shall provide the following STP options to connect Level 3 or Level 3-designated local switching systems to the BellSouth SS7 network:
 - 10.4.3.1.1 An A-link interface from Level 3 local switching systems; and,
 - 10.4.3.1.2 A B-link interface from Level 3 local STPs.
- 10.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.
- 10.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP 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.
- 10.4.3.4 BellSouth shall provide intraoffice diversity between the SPOI 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 STP.
- 10.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 10.4.4 Message Screening**
 - 10.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.
 - 10.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.
 - 10.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.
- 10.5 Service Control Points (SCP)/Databases**
 - 10.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

10.5.2 A SCP is deployed in a 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.

10.5.3 Technical Requirements for SCPs/Databases

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

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

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

10.6 Local Number Portability Database

10.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. 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.

10.7 SS7 Network Interconnection

10.7.1 SS7 Network Interconnection is the interconnection of Level 3 local signaling transfer point switches or Level 3 local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Level 3 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

10.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Level 3 or other third-party switching systems with A-link access to the BellSouth SS7 network.

10.7.3 If traffic is routed based on dialed or translated digits between a Level 3 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 Level 3 local signaling transfer point switches and BellSouth or other third-party local switch.

- 10.7.4 SS7 Network Interconnection shall provide:
 - 10.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 10.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 10.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 10.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI 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 a Level 3 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Level 3 local STPs and shall not include SCCP Subsystem Management of the destination.
- 10.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 10.7.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 10.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 10.7.9 Interface Requirements
 - 10.7.9.1 The following SS7 Network Interconnection interface options are available to connect Level 3 or Level 3-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 10.7.9.1.1 A-link interface from Level 3 local or tandem switching systems; and
 - 10.7.9.1.2 B-link interface from Level 3 STPs.
 - 10.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of

interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

- 10.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, 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 STP.
- 10.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 10.7.9.5 BellSouth shall set message screening parameters to accept messages from Level 3 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Level 3 switching system has a valid signaling relationship.

11 Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Level 3 will be required to provide BellSouth daily updates to E911 database. Level 3 shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

- 11.2.1 BellSouth shall provide Level 3 the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Level 3 after Level 3 provides End User information for input into the ALI/DMS database.
- 11.2.2 Level 3 shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 Calling Name Database Service

12.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

- 12.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.
- 12.3 BellSouth's provision of CNAM Database Services to Level 3 requires interconnection from Level 3 to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.
- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Level 3 shall provide its own CNAM SSP. Level 3's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If Level 3 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Level 3 desires to query.
- 12.6 If Level 3 queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.
- 12.7 The mechanism to be used by Level 3 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Level 3 in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Level 3 to provide accurate information to BellSouth on a current basis.
- 12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 Level 3 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth

CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

13 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access**

- 13.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 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 Level 3. 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.
- 13.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.
- 13.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 **Operational Support Systems**

- 14.1 BellSouth has developed and made available electronic interfaces by which Level 3 may submit LSRs electronically.
- 14.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.
- 14.3 Denial/Restoral OSS Charge
 - 14.3.1 In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 14.4 Cancellation OSS Charge

- 14.4.1 Level 3 will incur an OSS charge for an accepted LSR that is later canceled.
- 14.5 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 14.6 Network Elements and Other Services Manual Additive
- 14.6.1 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Kentucky																		
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Attachment 2		Exhibit A					
					Rec	Nonrecurring	Addl	Nonrecurring	Disconnect	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
					First	Addl	First	Addl										
<p>The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_electrnlinterconnection.htm</p> <p>OPERATIONAL SUPPORT SYSTEMS (OSS) - REGIONAL RATES</p> <p>NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.</p> <p>NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.</p>																		
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only					3.50	0.00	3.50	0.00									
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only			SOMAN		7.86	0.00	0.99	0.00									
<p>UNE SERVICE DATE ADVANCEMENT CHARGE</p> <p>NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No. 1 Tariff, Section 5 as applicable.</p>																		
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day		UAI, UEANL, UCL, UER, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, UIC, USL, U112, U1748, U17D1, U17D3, U17DX, U17TX, U17S1, U17VX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDL5X, ULD48 ULD01, ULD03, ULD0X, ULD03, ULD51, ULDVX, UINC1X, UINC3X, UINC0X, UINC9X, UINLD1, UINLD3, UXTD1, UXTD3, UXTS1, U17UC, U17UD, U17UB, U17UA		SDASP		200.00											
UNBUNDLED EXCHANGE ACCESS LOOP																		
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1	1	UEANL	UEAL2		10.56	46.66	22.57	26.65	7.65								
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEAL2		15.34	46.66	22.57	26.65	7.65								
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEAL2		31.11	46.66	22.57	26.65	7.65								
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1	1	UEANL	UEASL		10.56	46.66	22.57	26.65	7.65								
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEASL		15.34	46.66	22.57	26.65	7.65								
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEASL		31.11	46.66	22.57	26.65	7.65								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise		UEANL	URETL		8.33		0.83										
	Loop Testing - Basic 1st Half Hour		UEANL	URET1		46.88		46.88										
	Loop Testing - Basic Additional Half Hour		UEANL	URET1A		24.16		24.16										
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UPLSL1)		UEANL	UREWO		15.78		8.94										

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				SOMEC	SOMAN	Attachment: 2		Exhibit: A	
						First	Addl	Nonrecurring	Disconnect			SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st Addl	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
	Unbundled Voice Loop - Non-Design Voice Loop - Billing for BST providing make-up (Engineering Information - E.1)		UEANL	UEANM	13.49	13.49									
	Manual Order Coordination for UVL-SL1s (per loop)		UEANL	UEAMC	9.00	9.00									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)		UEANL	OCOSL	23.01	23.01									
	2-WIRE UNBUNDLED COPPER LOOP														
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	1	UEQ	UEQ2X	10.68	44.97	20.89	25.64	6.65						
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 2	2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 3	3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
	Unbundled Miscellaneous Rate Element - Tag Loop at End User Premise		UEQ	URETL	8.33	0.83									
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)		UEQ	USBMC	9.00	9.00									
	Unbundled Copper Loop - Non-Design Copper Loop - Billing for BST - providing make-up (Engineering Information - E.1)		UEQ	UEQMU	13.49	13.49									
	Loop Testing - Basic 1st Half Hour		UEQ	URET1	46.88	46.88									
	Loop Testing - Basic Additional Half Hour		UEQ	URET1A	24.16	24.16									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)		UEQ	UREWO	14.27	7.43									
	UNBUNDLED EXCHANGE ACCESS LOOP														
	2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	1	UEPSR UEPSB	UEALS	10.66	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	1	UEPSR UEPSB	UEABS	10.66	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1-Line Splitting-Zone 2	2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1-Line Splitting-Zone 2	2	UEPSR UEPSB	UEABS	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	3	UEPSR UEPSB	UEALS	31.11	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	3	UEPSR UEPSB	UEABS	31.11	46.66	22.57	26.65	7.65						
	UNBUNDLED EXCHANGE ACCESS LOOP														
	2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/loop or Ground Start Signaling - Zone 1	1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/loop or Ground Start Signaling - Zone 2	2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/loop or Ground Start Signaling - Zone 3	3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	23.01	23.01									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	23.01	23.01									
	CLEC to CLEC Conversion Charge without outside dispatch		UEA	UREWO	87.72	36.36									
	Loop Tagging - Service Level 2 (SL2)		UEA	URETL	11.21	1.10									
	4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1	1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 2	2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 3	3	UEA	UEAL4	85.06	164.11	112.36	78.91	18.66						
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	23.01	23.01									
	CLEC to CLEC Conversion Charge without outside dispatch		UEA	UREWO	87.72	36.36									
	2-WIRE ISDN DIGITAL GRADE LOOP														
	2-Wire ISDN Digital Grade Loop - Zone 1	1	UDN	U1L2X	18.44	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 2	2	UDN	U1L2X	25.08	146.77	95.02	71.38	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 3	3	UDN	U1L2X	42.67	146.77	95.02	71.38	13.83						

UNBUNDLED NETWORK ELEMENTS - Kentucky		CATEGORY		RATE ELEMENTS		Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Change - Manual Svc Order vs. Electronic- 1st	Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Exhibit: A Incremental Change - Manual Svc Order vs. Electronic- Disc Addl	
									Rec	Nonrecurring First	Addl	Nonrecurring First	Addl	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
			Order Coordination For Specified Conversion Time (per LSR)				UDN	OCOSL		23.01								
			CLEC to CLEC Conversion Change without outside dispatch				UDN	UREWO		91.63	44.16							
		2 WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
			2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1				UAL	UAL2X	10.82	141.98	79.73	69.02	11.47					
			2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2				UAL	UAL2X	11.79	141.98	79.73	69.02	11.47					
			2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3				UAL	UAL2X	12.87	141.98	79.73	69.02	11.47					
			Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL		23.01								
			2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1				UAL	UAL2W	10.82	121.18	69.00	69.09	11.54					
			2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2				UAL	UAL2W	11.79	121.18	69.00	69.09	11.54					
			2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3				UAL	UAL2W	12.87	121.18	69.00	69.09	11.54					
			Order Coordination for Specified Conversion Time (per LSR)				UAL	OCOSL		23.01								
			CLEC to CLEC Conversion Change without outside dispatch				UAL	UREWO		88.20	40.40							
		2 WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
			2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1				UHL	UHL2X	8.75	151.54	89.29	69.09	11.54					
			2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2				UHL	UHL2X	9.56	151.54	89.29	69.09	11.54					
			2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3				UHL	UHL2X	10.61	151.54	89.29	69.09	11.54					
			Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL		23.01								
			2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1				UHL	UHL2W	8.75	130.74	78.56	69.09	11.54					
			2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2				UHL	UHL2W	9.56	130.74	78.56	69.09	11.54					
			2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3				UHL	UHL2W	10.61	130.74	78.56	69.09	11.54					
			Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL		23.01								
			CLEC to CLEC Conversion Change without outside dispatch				UHL	UREWO		86.14	40.40							
		4 WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
			4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1				UHL	UHL4X	13.95	185.75	123.50	74.95	14.69					
			4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2				UHL	UHL4X	15.66	185.75	123.50	74.95	14.69					
			4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3				UHL	UHL4X	16.98	185.75	123.50	74.95	14.69					
			Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL		23.01								
			4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1				UHL	UHL4W	13.95	164.95	114.04	77.32	15.80					
			4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2				UHL	UHL4W	15.66	164.95	114.04	77.32	15.80					
			4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3				UHL	UHL4W	16.98	164.95	114.04	77.32	15.80					
			Order Coordination for Specified Conversion Time (per LSR)				UHL	OCOSL		23.01								
			CLEC to CLEC Conversion Change without outside dispatch				UHL	UREWO		86.14	40.40							
		4 WIRE DST1 DIGITAL LOOP																
			4 Wire DST1 Digital Loop - Zone 1				USL	USLXX	86.47	306.69	174.44	65.83	14.55					
			4 Wire DST1 Digital Loop - Zone 2				USL	USLXX	114.10	306.69	174.44	65.83	14.55					
			4 Wire DST1 Digital Loop - Zone 3				USL	USLXX	297.76	306.69	174.44	65.83	14.55					
			Order Coordination for Specified Conversion Time (per LSR)				USL	OCOSL		23.01								
			CLEC to CLEC Conversion Change without outside dispatch				USL	UREWO		101.09	43.04							
		4 WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP																
			4 Wire Unbundled Digital 19.2 Kbps				UDL	UDL19	27.59	157.81	106.06	78.91	18.66					
			4 Wire Unbundled Digital 19.2 Kbps				UDL	UDL19	32.48	157.81	106.06	78.91	18.66					
			4 Wire Unbundled Digital 19.2 Kbps				UDL	UDL19	36.37	157.81	106.06	78.91	18.66					
			4 Wire Unbundled Digital 56 Kbps - Zone 1				UDL	UDL56	27.59	157.81	106.06	78.91	18.66					

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec Per LSR	Svc Order Submitted Manually Per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Attachment: A Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
					Rac	Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2	2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3	3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66							
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCCSL		23.01										
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1	1	UDL	UDL64	27.89	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2	2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3	3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66							
	Order Coordination for Specified Conversion Time (per LSR)		UDL	OCCSL		23.01										
	CLEC to CLEC Conversion Charge without outside dispatch		UDL	UREWO		102.13	49.75									
	2 WIRE UNBUNDLED COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1	1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2	2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54							
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3	3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54							
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		9.00	9.00									
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	1	UCL	UCLPW	10.82	120.15	67.97	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	2	UCL	UCLPW	11.79	120.15	67.97	69.09	11.54							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	3	UCL	UCLPW	12.87	120.15	67.97	69.09	11.54							
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		9.00	9.00									
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UREWO		97.23	42.48									
	4 WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1	1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69							
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2	2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69							
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3	3	UCL	UCL4S	28.10	170.31	108.06	74.95	14.69							
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		9.00	9.00									
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1	1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2	2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69							
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3	3	UCL	UCL4W	28.10	149.52	97.33	74.95	14.69							
	Order Coordination for Unbundled Copper Loops (per loop)		UCL	UCLMC		9.00	9.00									
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)		UCL	UREWO		97.23	42.48									
	LOOP MODIFICATION															
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop		UHL, UCL, UEA, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24									
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18k ft. per Unbundled Loop		UHL, UCL, UEA, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM4L		9.24	9.24									
	Unbundled Loop Modification Removal of Bridged Tap Removal per unbundled loop		UEPSB	ULMBT		10.47	10.47									
	SUB-LOOPS															
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1	UEANL	USBSA		207.91	207.91									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1	UEANL	USGSB		12.50	12.50									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1	UEANL	USBSC		80.87	80.87									

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)												
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1	UEANL	USBSD		45.04	45.04										
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN2	6.34	85.03	39.05	59.81	7.90								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	1	UEANL	USBN2	9.06	85.03	39.05	59.81	7.90								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	1	UEANL	USBN2	14.82	85.03	39.05	59.81	7.90								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		9.00	9.00										
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1	1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2	2	UEANL	USBN4	8.63	102.31	56.32	65.24	10.88								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3	3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		9.00	9.00										
	Sub-Loop 2-Wire IntraBuilding Network Cable (INC)	1	UEANL	USBR2	2.57	68.35	22.36	59.81	7.90								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBR4		9.00	9.00										
	Sub-Loop 4-Wire IntraBuilding Network Cable (INC)	1	UEANL	USBR4	4.98	76.49	30.51	65.24	10.88								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		9.00	9.00										
	Loop Testing - Basic 1st Half Hour		UEANL	URET1		46.88	46.88										
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	URET1		9.00	9.00										
	Loop Testing - Basic Additional Half Hour		UEANL	URET1		24.16	24.16										
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X	5.45	85.03	39.05	59.81	7.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	UEF	UCS2X	7.06	85.03	39.05	59.81	7.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	UEF	UCS2X	9.67	85.03	39.05	59.81	7.90								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		9.00	9.00										
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X	7.09	102.31	56.32	65.24	10.88								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	1	UEF	UCS4X	8.66	102.31	56.32	65.24	10.88								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	1	UEF	UCS4X	19.40	102.31	56.32	65.24	10.88								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		9.00	9.00										
	Loop Testing - Basic 1st Half Hour		UEF	URET1		46.88	46.88										
	Loop Testing - Basic Additional Half Hour		UEF	URET1		24.16	24.16										
	Unbundled Network Terminating Wire (UNTW)		UENTW	UENPP		23.51	23.51										
	Unbundled Network Terminating Wire (UNTW) per Pair		UENTW	UENPP		0.53	0.53										
	Network Interface Device (NID) - 1-2 lines		UENTW	UND12		73.53	49.47										
	Network Interface Device (NID) - 1-6 lines		UENTW	UND16		115.96	91.91										
	Network Interface Device Cross Connect - 2 W		UENTW	UND02		8.56	8.56										
	Network Interface Device Cross Connect - 4W		UENTW	UND04		8.56	8.56										
	UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation		UENTW	UNDBX	0.00	0.00	0.00										
	UNTW Circuit Id Establishment, Provisioning Only - No Rate		UEANTW	UENGE	0.00	0.00	0.00										
	Unbundled Contract Name, Provisioning Only - No Rate		UENTW	UENCN	0.00	0.00	0.00										
	UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contract Name, Provisioning Only - no rate		UEA.UCL.UCL.UCL	UNECDN	0.00	0.00	0.00										
	Unbundled Contract Name, Provisioning Only - no rate		UEA.UCL.UCL.UCL	UNECN	0.00	0.00	0.00										
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate		UEA.UCL.UCL.UCL	USBFQ	0.00	0.00	0.00										
	Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate		UEA.USL.UCL.UCL	USBFR	0.00	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate		USL	CCOSF	0.00	0.00	0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOEF	0.00	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - Kentucky														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic- 1st	Incremental Change - Manual Svc Order vs. Electronic- Add'l	Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Incremental Change - Manual Svc Order vs. Electronic- Disc Add'l
					Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect					
						First	Add'l	First	Add'l					
HIGH CAPACITY UNBUNDLED LOCAL LOOP														
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month		UE3	1.5ND	9.25									
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month		UE3	UE3PX	308.31	551.38	338.08	173.00	120.42					
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month		UDLSX	1.5ND	9.25									
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month		UDLSX	UDLS1	320.51	551.38	338.08	173.00	120.42					
LOOP MAKE-UP														
	Loop Makeup - Preordering Without Reservation, per working or spare facility queued (Manual).		UMK	UMKLV		23.40	23.40							
	Loop Makeup - Preordering With Reservation, per spare facility queued (Manual).		UMK	UMKLP		24.85	24.85							
	Loop Makeup - With or Without Reservation, per working or spare facility queued (Mechanized)		UMK	UMKMQ		0.67	0.67							
LINE SHARING AND LINE SPLITTING														
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:														
NOTE 1: 10/02/2003 - 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")														
NOTE 1: 10/02/2004 - 10/01/2005: 50% of the rate for UCLND														
NOTE 1: 10/02/2005 - 10/01/2006: 75% of the rate for UCLND														
NOTE 1: Above will apply to USOCs: ULSDT and ULSCT														
**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSDC applies only to circuits installed and inservice on or before October 1, 2003														
LINE SHARING														
SPLITTERS-CENTRAL OFFICE BASED														
	Line Sharing Splitter, per System 96 Line Capacity	US		ULSDA	198.83	379.05	0.00	358.55	0.00					
	Line Sharing Splitter, per System 24 Line Capacity	US		ULSDB	49.71	379.05	0.00	358.55	0.00					
	Line Sharing Splitter, Per System, 8 Line Capacity	US		ULSD8	16.94	377.71	0.00	357.29	0.00					
	Line Sharing-DLEC Owned Splitter in CO-CFA activation- deactivation (per LSOD)	US		ULSDG		173.62	0.00	100.40	0.00					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING														
	Line Sharing - per Line Activation (BST Owned Splitter) - OBSOLETE see **NOTE 2	US		ULSDC	0.61	37.16	21.28	20.17	9.90					
	Line Share Service, TRD per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1	US		ULSDT	2.65	37.16	21.28	20.17	9.90					
	Line Share Service, TRD per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1	US		ULSDT	5.29	37.16	21.28	20.17	9.90					
	Line Share Service, TRD per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1	US		ULSDT	7.94	37.16	21.28	20.17	9.90					
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)	US		ULSDS		32.90	16.43							
	Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)	US		ULSDS		32.90	16.43							
	Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2	US		ULSDC	0.61	47.44	19.31	20.67	12.74					
	Line Share Service, TRD per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1	US		ULSCT	2.65	47.44	19.31	20.67	12.74					
	Line Share Service, TRD per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1	US		ULSCT	5.29	47.44	19.31	20.67	12.74					
	Line Share Service, TRD per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1	US		ULSCT	7.94	47.44	19.31	20.67	12.74					
LINE SPLITTING														
END USER ORDERING-CENTRAL OFFICE BASED														
	Line Splitting - per line activation DLEC owned splitter		UEPSR	UEPSB	0.61									
	Line Splitting - per line activation BST owned - physical		UEPSR	UEPSB	0.61	37.02	21.20	21.10	9.87					

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						First	Add'l	First	Add'l						
	Line Splitting - per line activation BSI owned - virtual		UEPSR UEPSB	UREBV	0.61	37.02	21.20	21.10	9.87						
MAINTENANCE															
	No Trouble Found - per 12 hour increments - Basic					80.00	55.00								
	No Trouble Found - per 12 hour increments - Overline					120.00	82.50								
	No Trouble Found - per 12 hour increments - Premium					180.00	110.00								
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		U1TVX	11.5XX	0.01										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination		U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Rev Bat. - Per Mile per month		U1TVX	11.5XX	0.01										
	Interoffice Channel - Dedicated Transport - 2-Wire VG - Rev Bat. - Facility Termination		U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month		U1TVX	11.5XX	0.01										
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Facility Termination		U1TVX	U1TV4	26.86	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		U1TDX	11.5XX	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination		U1TDX	U1TD5	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		U1TDX	11.5XX	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination		U1TDX	U1TD6	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month		U1TD1	11.5XX	0.23										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination		U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month		U1TD3	11.5XX	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month		U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month		U1TS1	11.5XX	4.97										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination		U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
DARK FIBER															
	Dark Fiber - Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel		UDF_UDFCX	11.5DF	30.74										
	Dark Fiber - Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop		UDF_UDFCX	UDF14	732.53	732.53	192.67	377.27	241.67						
	Dark Fiber - Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop		UDF_UDFCX	11.5DL	47.01										
	Dark Fiber - Local Loop		UDF_UDFCX	UDF14	732.53	732.53	192.67	377.27	241.67						
8XX ACCESS TEN DIGIT SCREENING															
	8XX Access Ten Digit Screening, Per Call		OHD		0.0006478										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved		OHD			4.14	0.70								
	8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations		OHD			8.78	1.18	7.08	0.86						
	8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations		OHD			8.78	1.18	7.08	0.86						
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number		OHD			4.14	2.07								
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.		OHD			4.85	2.78								
	8XX Access Ten Digit Screening, Call Handling Per Request Features		OHD			4.85	0.70								
	8XX Access Ten Digit Screening, Call Handling and Destination Features		OHD			4.14	4.14								

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2	Incremental Change - 1st	Incremental Change - Add'l	Incremental Change - Disc 1st	Incremental Change - Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	BXX Access Ten Digit Screening w/ 8FL No. Delivery.		OHD		0.0006478										
	BXX Access Ten Digit Screening w/ POTS No. Delivery.		OHD		0.0006478										
	LINE INFORMATION DATA BASE ACCESS (LDB)		OQT		0.000023										
	LDB Common Transport Per Query		OQT		0.0137322										
	LDB Validation Per Query		OQT, OQU		55.12			67.59							
	LDB Originating Point Code Establishment or Change		NRRPX												
	SIGNALING (CCS7)														
	CCS7 Signaling Connection, Per 56 Kbps Facility		UDB		20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Termination, Per STP Port		UDB		151.39										
	CCS7 Signaling Usage, Per TCAP Message		UDB		0.0000656										
	CCS7 Signaling Connection, Per Link (A link)		UDB		20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)		UDB		20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Usage, Per (SUP Message		UDB		0.0000164										
	CCS7 Signaling Usage, per link per LATA		UDB		751.08										
	CCS7 Signaling Point Code, per Originating Point Code		UDB		46.02	46.02	46.02	56.43	56.43						
	Establishment or Change, per STP attached		UDB		46.02	46.02	46.02	56.43	56.43						
	CCS7 Signaling Point Code, per Destination Point Code		UDB		46.02	46.02	46.02	56.43	56.43						
	Establishment or Change, Per S/B Attached		UDB		46.02	46.02	46.02	56.43	56.43						
	E911 SERVICE														
	Local Channel - Dedicated - 2-wr Voice Grade				18.57	265.78	46.96	46.79	4.98						
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile				0.0115										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination				29.11	47.34	31.78	22.77	8.75						
	Local Channel - Dedicated - DS1 - Zone 1				40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS1 - Zone 2				43.39	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS1 - Zone 3				164.50	209.60	176.51	30.21	21.07						
	Interoffice Transport - Dedicated - DST Per Mile				0.23										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination				96.04	105.52	98.46	23.09	20.49						
	CALLING NAME (CNAM) SERVICE														
	CNAM For DB Owners - Service Establishment		OQV		25.34	25.34	25.34	23.30	23.30						
	CNAM For Non DB Owners - Service Establishment		OQV		25.34	25.34	25.34	23.30	23.30						
	CNAM For DB Owners - Service Provisioning With Point Code Establishment		OQV		1,591.54	1,177.08	431.95	317.61							
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment		OQV		546.40	393.74	438.93	317.61							
	CNAM for DB Owners, Per Query		OQV		0.0010348										
	CNAM for Non DB Owners, Per Query		OQV		0.0010348										
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CUI)		OQV		595.00	595.00									
	SELECTIVE ROUTING														
	Selective Routing Per Unique Line Class Code Per Request Per Switch				93.53	93.53	93.53	15.58	15.58						
	VIRTUAL COLLOCATION														
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting		UEPSR, UEPSB		0.0309	24.68	23.68	12.14	10.95						
	PHYSICAL COLLOCATION														
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting		UEPSR, UEPSB		0.0333	24.68	23.68	12.14	10.95						
	AIN SELECTIVE CARRIER ROUTING														
	Regional Service Establishment		SRC		SRCEC	193,401.00	193,401.00	9,483.34	9,483.34						
	End Office Establishment		SRC		SRCEC	194.09	194.09	0.85	0.85						
	Line/Port NRC, per end user		SRC		SRCLP	2.06	2.06								
	Query NRC, per query		SRC			0.0037502									
	AIN - BELL SOUTH AIN SMS ACCESS SERVICE														
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup		AIN		CAMSE	43.55	43.55	44.93	44.93						
	AIN SMS Access Service - Port Connection - Dial/Shared Access		AIN		CAMPD	8.64	8.64	10.03	10.03						
	AIN SMS Access Service - Port Connection - ISDN Access		AIN		CAMPD	8.64	8.64	10.03	10.03						

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Manual Svc Order vs. Electronic- 1st	Incremental Manual Svc Order vs. Electronic- Addl	Incremental Manual Svc Order vs. Electronic- Disc 1st	Incremental Manual Svc Order vs. Electronic- Disc Addl
						First	Addl	First	Addl						
	AIN SMS Access Service - User Identification Codes - Per User ID Code		AIN	CAMAU		38.65	38.65	29.88	29.88						
	AIN SMS Access Service - Security Card Per User ID Code, Initial or Replacement		AIN	CAMFC		75.08	75.08	12.93	12.93						
	AIN SMS Access Service - Storage Per Unit (100 Kilobytes)				0.0025										
	AIN SMS Access Service - Session Per Minute				0.666										
	AIN SMS Access Service - Company Performed Session Per Minute				0.4608										
AIN - BELLSOUTH AIN TOOLKIT SERVICE															
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup		CAM	BAPSC		43.55	43.55	44.93	44.93						
	AIN Toolkit Service - Training Session, Per Customer			BAPYX		8,436.93	8,436.93								
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt			BAPT		8.64	8.64	10.03	10.03						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			BAPTD		8.64	8.64	10.03	10.03						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			BAPTM		8.64	8.64	10.03	10.03						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit HODP			BAPTO		51.01	51.01	18.50	18.50						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			BAPTC		51.01	51.01	18.50	18.50						
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			BAPTF		51.01	51.01	18.50	18.50						
	AIN Toolkit Service - Query Charge, Per Query				0.0549207										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query				0.0066492										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes				0.07										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		CAM	BAPMS		7.87	8.64	6.08	6.08						
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		CAM	BAPLS		3.26	9.56	9.56							
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		CAM	BAPDS		4.72	8.64	6.08	6.08						
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		CAM	BAPES		0.11	9.56	9.56							
ENHANCED EXTENDED LINK (EELS)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-is Charge will not apply for UNE combinations provisioned as 'Ordinarily Combined Network Elements'.															
NOTE: The monthly recurring and the Switch-As-is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as 'Currently Combined Network Elements'.															
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DST1 INTEROFFICE TRANSPORT															
	First 2-Wire VG Loop (SL2) in Combination - Zone 1		UNCVX	UEAL2		12.67	125.22	60.48	59.69		7.84				
	First 2-Wire VG Loop (SL2) in Combination - Zone 2		UNCVX	UEAL2		17.45	125.22	60.48	59.69		7.84				
	First 2-Wire VG Loop (SL2) in Combination - Zone 3		UNCVX	UEAL2		33.22	125.22	60.48	59.69		7.84				
	Interoffice Transport - Dedicated - DST1 combination - Per Mile Per month		UNC1X	11.5XX		0.19									
	Interoffice Transport - Dedicated - DST1 combination - Facility Termination per month		UNC1X	U11TF1		79.02	181.24	123.53	56.72		22.32				
	1/0 Characterization System in combination Per Month		UNC1X	MO1		113.33	57.26	14.74	1.86		1.67				
	Voice Grade COOL - Per Month		UNC1X	1D1VG		0.82	6.71	4.84							
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		UNCVX	UEAL2		12.67	125.22	60.48	59.69		7.84				
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		UNCVX	UEAL2		17.45	125.22	60.48	59.69		7.84				
	Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		UNCVX	UEAL2		33.22	125.22	60.48	59.69		7.84				
	Voice Grade COOL - Per Month		UNCVX	1D1VG		0.82	6.71	4.84							
	Nonrecurring Currently Combined Network Elements Switch-As-is Charge		UNC1X	UNCCO		8.98	8.98	11.17	11.17						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DST1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						First	Nonrecurring	Add'l	First	Nonrecurring	Add'l					
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 1	1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84							
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 2	2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84							
	First 4-Wire Analog Voice Grade Loop in Combination - Zone 3	3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCVX	UEAL4	0.19											
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month		UNCVX	UEAL4	0.19											
	10 Channel System in combination Per Month		UNCVX	UEAL4	79.02	181.24	123.53	56.72	22.32							
	Voice Grade COCI in combination - per month		UNCVX	UEAL4	113.33	57.26	14.74	1.86	1.67							
	Additional 4-Wire Analog Voice Grade Loop in same DS1	1	UNCVX	UEAL4	0.82	6.71	4.84									
	Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84							
	Additional 4-Wire Analog Voice Grade Loop in same DS1	2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84							
	Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84							
	Additional 4-Wire Analog Voice Grade Loop in same DS1	3	UNCVX	UEAL4	0.82	6.71	4.84									
	Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84							
	Additional Voice Grade COCI in combination - per month		UNCVX	UEAL4	0.82	6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCVX	UNCCO		8.98	8.98	11.17	11.17							
	EXTENDED 4-WIRE 56 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1	1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84							
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2	2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84							
	First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3	3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCDX	UDL56	0.19											
	Interoffice Transport - Dedicated - DS1 - combination - Facility Termination Per Month		UNCDX	UDL56	0.19											
	10 Channel System in combination Per Month		UNCDX	UDL56	79.02	181.24	123.53	56.72	22.32							
	OCU-DP COCI (data) per month (2.464kbs)		UNCDX	UDL56	113.33	57.26	14.74	1.86	1.67							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1	1	UNCDX	UDL56	1.32	6.71	4.84									
	Interoffice Transport Combination - Zone 1	1	UNCDX	UDL56	27.59	125.22	60.48	59.69	7.84							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1	2	UNCDX	UDL56	32.48	125.22	60.48	59.69	7.84							
	Interoffice Transport Combination - Zone 2	2	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84							
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1	3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84							
	Interoffice Transport Combination - Zone 3	3	UNCDX	UDL56	36.37	125.22	60.48	59.69	7.84							
	Additional OCU-DP COCI (data) - in combination per month (2.464kbs)		UNCDX	UDL56	1.32	6.71	4.84									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCDX	UNCCO		8.98	8.98	11.17	11.17							
	EXTENDED 4-WIRE 64 Kbps EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1	1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84							
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2	2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84							
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3	3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84							
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCDX	UDL64	0.19											
	Interoffice Transport - Dedicated - DS1 - combination - Facility Termination Per Month		UNCDX	UDL64	0.19											
	10 Channel System in combination Per Month		UNCDX	UDL64	79.02	181.24	123.53	56.72	22.32							
	OCU-DP COCI (data) - in combination - per month (2.464kbs)		UNCDX	UDL64	113.33	57.26	14.74	1.86	1.67							
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1	1	UNCDX	UDL64	1.32	6.71	4.84									
	Interoffice Transport Combination - Zone 1	1	UNCDX	UDL64	27.59	125.22	60.48	59.69	7.84							
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1	2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84							
	Interoffice Transport Combination - Zone 2	2	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84							

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2				Exhibit A					
						Nonrecurring	Addl	Nonrecurring	Disconnect			SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	Additional 4-Wire 64Kbps Digital (Grade Loop in same DS1 Interface Transport Combination - Zone 3																				
	Additional 4-Wire 64Kbps Digital (Grade Loop in same DS1 Interface Transport Combination - Zone 3																				
	Additional OCU-DP COCI (data) - in combination - per month (2.4 64Kbs)																				
	Nonrecurring Currently Combined Network Elements Switch -As- Is Change																				
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																				
	4-Wire DS1 Digital Loop in Combination - Zone 1																				
	4-Wire DS1 Digital Loop in Combination - Zone 2																				
	4-Wire DS1 Digital Loop in Combination - Zone 3																				
	Interface Transport - Dedicated - DS1 combination - Per Mile Per Month																				
	Interface Transport - Dedicated - DS1 combination - Facility Termination Per Month																				
	Nonrecurring Currently Combined Network Elements Switch -As- Is Change																				
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																				
	First DS1 Loop in Combination - Zone 1																				
	First DS1 Loop in Combination - Zone 2																				
	First DS1 Loop in Combination - Zone 3																				
	Interface Transport - Dedicated - DS3 combination - Per Mile Per Month																				
	Interface Transport - Dedicated - DS3 - Facility Termination per month																				
	3/Channel System in combination per month																				
	DS1 COCI in combination per month																				
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 1																				
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 2																				
	Additional DS1 Loop in DS3 Interface Transport Combination - Zone 3																				
	Additional DS1 COCI in combination per month																				
	Nonrecurring Currently Combined Network Elements Switch -As- Is Change																				
	EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																				
	2-Wire/VG Loop in combination - Zone 1																				
	2-Wire/VG Loop in combination - Zone 2																				
	2-Wire/VG Loop in combination - Zone 3																				
	Interface Transport - 2-wire VG - Dedicated - Per Mile Per Month																				
	Interface Transport - 2-wire VG - Dedicated - Facility Termination per month																				
	Nonrecurring Currently Combined Network Elements Switch -As- Is Change																				
	EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT																				
	4-Wire/VG Loop in combination - Zone 1																				
	4-Wire/VG Loop in combination - Zone 2																				
	4-Wire/VG Loop in combination - Zone 3																				
	Interface Transport - 4-wire VG - Dedicated - Per Mile Per Month																				
	Interface Transport - 4-wire VG - Dedicated - Facility Termination per month																				
	Nonrecurring Currently Combined Network Elements Switch -As- Is Change																				
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																				
	DS3 Local Loop in combination - per mile per month																				
	Interface Transport - Dedicated - DS3 - Per Mile per month																				

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic- 1st	Incremental Change - Manual Svc Order vs. Electronic- Addl	Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Incremental Change - Manual Svc Order vs. Electronic- Disc Addl
						First	Nonrecurring	Addl	First						
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month		UNC3X		U1TF3	966.89	350.56	141.58	48.00	23.39					
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNC3X		UNCCC		8.98	8.98	11.17	11.17					
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT		UNC3X		1LSND	9.25									
	STS-1 Local Loop in combination - per mile per month		UNC3X												
	STS-1 Local Loop in combination - Facility Termination per month		UNC3X		UDLS1	320.51	237.36	147.69	83.43	32.67					
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month		UNC3X		1LSXX	4.09									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month		UNC3X		U1TF5	945.79	350.56	141.58	48.00	23.39					
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNC3X		UNCCC		8.98	8.98	11.17	11.17					
	EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT		UNC3X		U1L2X	18.44	125.22	60.48	59.69	7.84					
	First 2-wire ISDN Loop in Combination - Zone 1		UNC3X		U1L2X	25.08	125.22	60.48	59.69	7.84					
	First 2-wire ISDN Loop in Combination - Zone 2		UNC3X		U1L2X	42.87	125.22	60.48	59.69	7.84					
	First 2-wire ISDN Loop in Combination - Zone 3		UNC3X		U1L2X	0.19									
	Interoffice Transport - Dedicated - DS1 combination - per mile per month		UNC1X		1LSXX	0.19									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNC1X		U1TF1	79.02	181.24	123.53	56.72	22.32					
	1/0 Channel System in combination - per month		UNC1X		MO1	113.33	57.26	14.74	1.86	1.67					
	2-wire ISDN COCI (BRITL) - in combination - per month		UNC3X		UCICA	2.84	6.71	4.84							
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1		UNC3X		U1L2X	18.44	125.22	60.48	59.69	7.84					
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2		UNC3X		U1L2X	25.08	125.22	60.48	59.69	7.84					
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3		UNC3X		U1L2X	42.87	125.22	60.48	59.69	7.84					
	Additional 2-wire ISDN COCI (BRITL) - in combination - per month		UNC3X		UCICA	2.84	6.71	4.84							
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNC1X		UNCCC		8.98	8.98	11.17	11.17					
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT		UNC1X		UNCCX	86.47	210.70	114.60	63.96	17.97					
	First DS1 Loop Combination - Zone 1		UNC1X		USLXX	114.10	210.70	114.60	63.96	17.97					
	First DS1 Loop Combination - Zone 2		UNC1X		USLXX	297.76	210.70	114.60	63.96	17.97					
	First DS1 Loop Combination - Zone 3		UNC1X		USLXX	4.09									
	Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month		UNC3X		1LSXX	4.09									
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month		UNC3X		U1TF5	945.79	350.56	141.58	48.00	23.39					
	3/1 Channel System in combination per month		UNC3X		MO3	158.20	115.48	56.53	15.12	5.30					
	DS1 COCI in combination per month		UNC1X		UCID1	11.80	6.71	4.84							
	Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 1		UNC1X		USLXX	86.47	210.70	114.60	63.96	17.97					
	Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 2		UNC1X		USLXX	114.10	210.70	114.60	63.96	17.97					
	Additional DS1 Loop in the same STS-1 Interoffice Transport Combination - Zone 3		UNC1X		USLXX	297.76	210.70	114.60	63.96	17.97					
	DS1 COCI in combination per month		UNC1X		UCID1	11.80	6.71	4.84							
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNC3X		UNCCC		8.98	8.98	11.17	11.17					
	EXTENDED 4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT		UNCDDX		UDL56	27.59	125.22	60.48	56.69	7.84					
	4-wire 56 kbps Local Loop in combination - Zone 1		UNCDDX		UDL56	32.48	125.22	60.48	56.69	7.84					
	4-wire 56 kbps Local Loop in combination - Zone 2		UNCDDX		UDL56	36.37	125.22	60.48	56.69	7.84					
	4-wire 56 kbps Local Loop in combination - Zone 3		UNCDDX		UDL56	0.01									
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month		UNCDDX		1LSXX	0.01									
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month		UNCDDX		U1TD5	17.25	98.09	53.67	56.31	22.42					

UNBUNDLED NETWORK ELEMENTS - Kentucky																		
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				SVC Order Submitted Elec per LSR	SVC Order Submitted Manually per LSR	Attachment: 2			Exhibit: A			
						Nonrecurring	First	Addl	Nonrecurring Disconnect			SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCDX	UNCCO		8.98		8.98										
	EXTENDED 4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT																	
	4-wire 64 kbps Local Loop in Combination - Zone 1	1	UNCDX	UDL64	27.89	125.22	60.48	59.69	7.84									
	4-wire 64 kbps Local Loop in Combination - Zone 2	2	UNCDX	UDL64	32.48	125.22	60.48	59.69	7.84									
	4-wire 64 kbps Local Loop in Combination - Zone 3	3	UNCDX	UDL64	36.37	125.22	60.48	59.69	7.84									
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month		UNCDX	1LSXX	0.01													
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month		UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCDX	UNCCO		8.98		8.98	11.17									
	EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
	First 2-wire VG Loop (SL2) in Combination - Zone 1	1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84									
	First 2-wire VG Loop (SL2) in Combination - Zone 2	2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84									
	First 2-wire VG Loop (SL2) in Combination - Zone 3	3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84									
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile		UNCVX	1LSXX	0.19													
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNCVX	U1TF1	79.02	181.24	123.53	56.72	22.32									
	Per each DS1 Channelization System Per Month		UNCVX	M01	113.33	57.26	14.74	1.86	1.67									
	Per each Voice Grade COCI - Per Month per month		UNCVX	1D1VG	0.62	6.71	4.84	15.12	5.30									
	3/1 Channel System in combination per month		UNCVX	M03	158.20	115.48	56.53	15.12	5.30									
	Per each DS1 COCI in combination per month		UNCVX	UCID1	11.80	6.71	4.84											
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1	1	UNCVX	UEAL2	12.67	125.22	60.48	59.69	7.84									
	Each Additional 2-Wire VG Loop(SL2) in the same DS1	2	UNCVX	UEAL2	17.45	125.22	60.48	59.69	7.84									
	Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL2	33.22	125.22	60.48	59.69	7.84									
	Each Additional Voice Grade COCI in combination - per month		UNCVX	1D1VG	0.62	6.71	4.84											
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month		UNCVX	1LSXX	0.19													
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month		UNCVX	U1TF1	79.02	181.24	123.53	56.72	22.32									
	Each Additional DS1 COCI combination per month		UNCVX	UCID1	11.80	6.71	4.84											
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCVX	UNCCO		8.98		8.98	11.17									
	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																	
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1	1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84									
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2	2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84									
	First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3	3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84									
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCVX	1LSXX	0.19													
	First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month		UNCVX	U1TF1	79.02	181.24	123.53	56.72	22.32									
	Per each 1/0 Channel System in combination Per Month		UNCVX	M01	113.33	57.26	14.74	1.86	1.67									
	Per each Voice Grade COCI in combination - per month		UNCVX	1D1VG	0.62	6.71	4.84	15.12	5.30									
	3/1 Channel System in combination per month		UNCVX	M03	158.20	115.48	56.53	15.12	5.30									
	Per each DS1 COCI in combination per month		UNCVX	UCID1	11.80	6.71	4.84											
	Additional 4-Wire Analog Voice Grade Loop in same DS1	1	UNCVX	UEAL4	29.26	125.22	60.48	59.69	7.84									
	Additional 4-Wire Analog Voice Grade Loop in same DS1	2	UNCVX	UEAL4	34.25	125.22	60.48	59.69	7.84									
	Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84									
	Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	85.06	125.22	60.48	59.69	7.84									
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month		UNCVX	1LSXX	0.19													

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2				Exhibit A			
						Nonrecurring	Addl	Nonrecurring	Disconnect			SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional DS1 Interface Channel Facility Termination in same 3/1 Channel System per month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32										
	Additional Voice Grade COCI - in combination - per month		UNCVX	1D1VG	0.62	6.71	4.84												
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC1X	UNCcC		8.98	8.98	11.17	11.17										
	EXTENDED 4-WIRE 56 Kbps DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		
	Zone 1		UNCDDX	UDL56	27.59	125.22	60.48	59.69	7.84										
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		UNCDDX	UDL56	32.48	125.22	60.48	59.69	7.84										
	First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		UNCDDX	UDL56	36.37	125.22	60.48	59.69	7.84										
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNC1X	1L5XX	0.19														
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32										
	Per each 1/0 Channel System in combination Per Month		UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67										
	Per each OCU-DP COCI (data) COCI per month (2.4-64Kbs)		UNCDDX	1D1DD	1.32	6.71	4.84	15.12	5.30										
	3/1 Channel System in combination per month		UNC1X	UC1D1	11.80	6.71	4.84												
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		UNCDDX	UDL56	27.59	125.22	60.48	59.69	7.84										
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		UNCDDX	UDL56	32.48	125.22	60.48	59.69	7.84										
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		UNCDDX	UDL56	36.37	125.22	60.48	59.69	7.84										
	OCU-DP COCI (data) COCI in combination per month (2.4-64Kbs)		UNCDDX	1D1DD	1.32	6.71	4.84												
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month		UNC1X	1L5XX	0.19														
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32										
	Each Additional DS1 COCI in the same 3/1 channel system combination per month		UNC1X	UC1D1	11.80	6.71	4.84												
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC1X	UNCcC		8.98	8.98	11.17	11.17										
	EXTENDED 4-WIRE 64 Kbps DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																		
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		UNCDDX	UDL64	27.59	125.22	60.48	59.69	7.84										
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		UNCDDX	UDL64	32.48	125.22	60.48	59.69	7.84										
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		UNCDDX	UDL64	36.37	125.22	60.48	59.69	7.84										
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNC1X	1L5XX	0.19														
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32										
	Per each Channel System 1/0 in combination Per Month		UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67										
	Per each OCU-DP COCI (data) in combination - per month (2.4-64Kbs)		UNCDDX	1D1DD	1.32	6.71	4.84	15.12	5.30										
	3/1 Channel System in combination per month		UNCDDX	UDL64	158.20	115.48	56.53	15.12	5.30										
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		UNCDDX	UDL64	27.59	125.22	60.48	59.69	7.84										
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		UNCDDX	UDL64	32.48	125.22	60.48	59.69	7.84										
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		UNCDDX	UDL64	36.37	125.22	60.48	59.69	7.84										
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64Kbs)		UNCDDX	1D1DD	1.32	6.71	4.84												
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month		UNC1X	1L5XX	0.19														

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Addl	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Addl
						First	Addl	First	Addl	First	Addl						
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32								
	Each Additional DS1 COCI in the same 3/1 channel system combination per month		UNC1X	UC1D1	11.80	6.71	4.84										
	Nonrecurring Currently Combined Network Elements Switch -As- is Charge		UNC1X	UNCOC		8.98	8.98	11.17	11.17								
	EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination	1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84								
	Transport - Zone 1																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination	2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84								
	Transport - Zone 2																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination	3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84								
	Transport - Zone 3																
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month		UNC1X	1L5XX	0.19												
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32								
	Per each Channel System 1/0 in combination - per month		UNC1X	MQ1	113.33	57.26	14.74	1.86	1.67								
	Per each 2-wire ISDN COCI (BRITE) in combination - per month		UNCNX	UC1CA	2.84	6.71	4.84										
	3/1 Channel System in combination per month		UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30								
	Per each DS1 COCI in combination per month		UNC1X	UC1D1	11.80	6.71	4.84										
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNCNX	U1L2X	18.44	125.22	60.48	59.69	7.84								
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNCNX	U1L2X	25.08	125.22	60.48	59.69	7.84								
	Additional 2-wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNCNX	U1L2X	42.87	125.22	60.48	59.69	7.84								
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination - per month		UNCNX	UC1CA	2.84	6.71	4.84										
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month		UNC1X	1L5XX	0.19												
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32								
	Each Additional DS1 COCI in the same 3/1 channel system combination per month		UNC1X	UC1D1	11.80	6.71	4.84										
	Nonrecurring Currently Combined Network Elements Switch -As- is Charge		UNC1X	UNCOC		8.98	8.98	11.17	11.17								
	EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 4-wire DS1 Digital Local Loop in Combination - Zone 1	1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97								
	First 4-wire DS1 Digital Local Loop in Combination - Zone 2	2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97								
	First 4-wire DS1 Digital Local Loop in Combination - Zone 3	3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97								
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNC1X	1L5XX	0.19												
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32								
	3/1 Channel System in combination per month		UNC3X	MQ3	158.20	115.48	56.53	15.12	5.30								
	Per each DS1 COCI combination per month		UNC1X	UC1D1	11.80	6.71	4.84										
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month		UNC1X	1L5XX	0.19												
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month		UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32								
	Each Additional DS1 COCI in the same 3/1 channel system combination per month		UNC1X	UC1D1	11.80	6.71	4.84										
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1	1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97								
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2	2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97								
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3	3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97								

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2			Exhibit: A		
					Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	SOMEC			SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCCX	UNCCC		8.98	8.98		11.17	11.17								
	EXTENDED 4MWIRE 66 Kbps DIGITAL EXTENDED LOOP WITH DSO INTEROFFICE TRANSPORT																	
	First 4-wire 56 kbps Local Loop in combination - Zone 1	1	UNCCX	UDL56	27.59	125.22	60.48	59.69	7.84									
	First 4-wire 56 kbps Local Loop in combination - Zone 2	2	UNCCX	UDL56	32.48	125.22	60.48	59.69	7.84									
	First 4-wire 56 kbps Local Loop in combination - Zone 3	3	UNCCX	UDL56	36.37	125.22	60.48	59.69	7.84									
	First 4-wires 56 kbps Interoffice Transport - Dedicated - Per Mile per month		UNCCX	1LSXX	0.01													
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month		UNCCX	U1TD5	17.25	98.09	53.67	56.31	22.42									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCCX	UNCCC		8.98	8.98	11.17	11.17									
	EXTENDED 4MWIRE 64 Kbps DIGITAL EXTENDED LOOP WITH DSO INTEROFFICE TRANSPORT																	
	First 4-wire 64 kbps Local Loop in combination - Zone 1	1	UNCCX	UDL64	27.59	125.22	60.48	59.69	7.84									
	First 4-wire 64 kbps Local Loop in combination - Zone 2	2	UNCCX	UDL64	32.48	125.22	60.48	59.69	7.84									
	First 4-wire 64 kbps Local Loop in combination - Zone 3	3	UNCCX	UDL64	36.37	125.22	60.48	59.69	7.84									
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Per Mile per month		UNCCX	1LSXX	0.01													
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month		UNCCX	U1TD6	17.25	98.09	53.67	56.31	22.42									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge		UNCCX	UNCCC		8.98	8.98	11.17	11.17									
ADDITIONAL NETWORK ELEMENTS																		
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																		
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																		
Nonrecurring Currently Combined Network Elements - Switch As Is - Charge (One applies to each combination)																		
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge - 2 wire/4-wire VG		UNCCX	UNCCV		8.98	8.98	11.17	11.17									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge - 56/64 kbps		UNCCX	UNCCC		8.98	8.98	11.17	11.17									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge - DS1		UNCCX	UNCCC		8.98	8.98	11.17	11.17									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge - DS3		UNCCX	UNCCC		8.98	8.98	11.17	11.17									
	Nonrecurring Currently Combined Network Elements Switch -As- Is Charge - STS1		UNCCX	UNCCC		8.98	8.98	11.17	11.17									
Optional Features & Functions:																		
	Clear Channel Capability Extended Frame Option - per DS1	1	UNCCX	CCDEF		01	01	01	01									
	Clear Channel Capability Super Frame Option - per DS1	1	UNCCX	CCOSF		01	01	01	01									
	Clear Channel Capability (SF/SF) Option - Subsequent Activity - per DS1	1	UNCCX	NRCC	184.91S	23.82S	1.99S	0.78S										
	C-bit Parity Option - Subsequent Activity - per DS3	1	UNCCX	NRCC3	205.70S	7.20S	6924S	0S										
MULTIPLERS																		
	DS1 to DSO Channel System per month		UNCCX	MQ1	113.33	57.26	14.74	1.86	1.67									
	OCU-DP COCI (data) - DS1 to DSO Channel System - per month		UDL	1D1DD	1.32	10.07	7.08											
	OCU-DP COCI (data) - DS1 to DSO Channel System - per month		UDL	1D1DD	1.32	10.07	7.08											
	(2.4-64kbs) used for a local loop																	
	(2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SMC as collocation																	
	2-wire ISDN COCI (BRI/E) - DS1 to DSO Channel System - per month for a Local Loop		UDN	UC1CA	2.84	10.07	7.08											
	2-wire ISDN COCI (BRI/E) - DS1 to DSO Channel System - per month used for connection to a channelized DS1 Local Channel in the same SMC as collocation		UDN	UC1CA	2.84	10.07	7.08											
	Voice Grade COCI - DS1 to DSO Channel System - per month used for a Local Loop		UEA	1D1VG	0.6228	10.07	7.08											

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BOS	USOC	RATES (\$)						SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					Rec	Nonrecurring	Addl	First	Nonrecurring	Disconnect						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation		UNTUC	1D1VG	0.6228	10.07	7.08									
	DS3 to DS1 Channel System per month		UNC3X	MQ3	158.20	115.48	56.53	15.12								
	DS1 COCI used with Loop per month		UNC3X	MQ3	158.20	115.48	56.53	15.12								
	DS1 COCI used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month		USL	UC1D1	11.80	10.07	7.08									
	DS1 COCI used with Interface Channel per month		UT1UA	UC1D1	11.80	10.07	7.08									
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month		UT1D1	UC1D1	11.80	10.07	7.08									
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)		ULDD1	UC1D1	11.80	10.07	7.08									
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port - Res		UEPSR	UEPRL	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.		UEPSR	UEPRC	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res		UEPSR	UEPRO	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing party Port with Caller ID - Res.		UEPSR	UEPRM	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)		UEPSR	UEPAP	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire Voice Kentucky Residence Dialing Plan without Caller ID		UEPSR	UEPWE	1.49	3.74	3.63	2.23								
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability		UEPSR	UEPRT	1.49	3.74	3.63	2.23								
	Subsequent Activity		UEPSR	UESASC	0.00	0.00	0.00									
	FEATURES															
	All Available Vertical Features		UEPSR	UEPVF	0.00	0.00	0.00									
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus		UEPSB	UEPBL	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.		UEPSB	UEPBC	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.		UEPSB	UEPBO	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire VG unbundled KY extended local dialing party Port with Caller ID - Bus.		UEPSB	UEPBM	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus		UEPSB	UEPB1	1.49	3.74	3.63	2.23								
	Exchange Ports - 2-Wire Voice Kentucky Business Dialing Plan without Caller ID		UEPSB	UEPWF	1.49	3.74	3.63	2.23								
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability		UEPSB	UEPBE	1.49	3.74	3.63	2.23								
	Subsequent Activity		UEPSB	UESASC	0.00	0.00	0.00									
	FEATURES															
	All Available Vertical Features		UEPSB	UEPVF	0.00	0.00	0.00									
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res		UEPSE	UEPRD	1.49	39.05	18.17	15.38								
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus		UEPSP	UEPRD	1.49	39.05	18.17	15.38								
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus		UEPSP	UEPRO	1.49	39.05	18.17	15.38								
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus		UEPSP	UEPPI	1.49	39.05	18.17	15.38								
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus		UEPSP	UEPLD	1.49	39.05	18.17	15.38								
	2-Wire Voice Unbundled PBX LD Terminal Ports		UEPSP	UEPLD	1.49	39.05	18.17	15.38								
	2-Wire Voice Unbundled 2-Way PBX Usage Port		UEPSP	UEPXA	1.49	39.05	18.17	15.38								
	2-Wire Voice Unbundled PBX Toll Terminal Hold Ports		UEPSP	UEPXB	1.49	39.05	18.17	15.38								
	2-Wire Voice Unbundled PBX LD DDD Terminals Port		UEPSP	UEPXC	1.49	39.05	18.17	15.38								
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPSP	UEPXD	1.49	39.05	18.17	15.38								

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						First	Nonrecurring Addl	First	Nonrecurring Disconnect						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port Without LUD		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Kentucky Area Calling Port Without LUD		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPSP		1.49	39.05	18.17	15.38	0.89						
	Subsequent Activity		UEPSP		0.00	0.00	0.00	0.00	0.00						
	FEATURES														
	All Available Vertical Features		UEPSP		0.00	0.00	0.00	0.00	0.00						
	EXCHANGE PORT RATES (COIN)														
	Exchange Ports - Coin Port				1.49	3.74	3.63	2.23	2.13						
	Local Switching Features offered with Port														
	NOTE: Transmission/usage charges associated with POT's 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.														
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.														
	Exchange port - 4 wire ISDN trunk port - all available features included				101.60	188.36	95.15	61.92	22.67						
	UNBUNDLED LOCAL EXCHANGE SWITCHING PORTS														
	EXCHANGE PORT RATES														
	The DSI Port rates below for 4-Wire DDTIS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement. Requests for 4-Wire DDTIS Trunk Ports with 4-Wire ISDN DSI Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.														
	Exchange Ports - 2-Wire DID Port		UEPDX		10.51	92.18	15.82	62.16	5.30						
	Exchange Ports - DDTIS Port - 4-Wire DSI Port with DID capability (E 4/1/2004)		UEPDD		74.77	164.86	77.74	60.69	3.86						
	Exchange Ports - 2-Wire ISDN Port (See Notes below)		UEPDX		13.46	60.60	50.67	32.83	14.17						
	All Features Offered		UEPDX		0.00	0.00	0.00	0.00	0.00						
	Exchange Ports - 2-Wire ISDN Port - Channel Profiles		UEPDX		0.00	0.00	0.00	0.00	0.00						
	NOTE: Transmission/usage charges associated with POT's 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.														
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.														
	EXCHANGE PORT RATES (continued)														
	Exchange Ports - 4-Wire ISDN DSI Port with Detailed E911 Locator Capability (E 4/1/2004)		UEPEX		101.60	188.36	95.15	61.92	22.67						
	Exchange Ports - 4-Wire ISDN DSI Port (E 4/1/2004)		UEPDX		101.60	188.36	95.15	61.92	22.67						
	Physical Collocation - DSI Cross-Connects		UEPEX		1.48	44.23	31.98	12.81	11.57						
	Virtual collocation - Special Access & UNE, cross-connected per DSI		UEPEX		1.48	44.23	31.98	12.81	11.57						
	Detailed E911 with Locator Capability (required with UEPDX port)														
	Unbundled Exchange Ports - 4-Wire ISDN DSI Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State		UEPEX		0.00	1,811.00		156.69							
	Unbundled Exchange Ports - 4-Wire ISDN DSI Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions		UEPEX		0.00	175.82									
	New or Additional PRI Telephone Numbers														
	Unbundled Exchange Ports - 4-Wire ISDN DSI Port - E911 Locator Capability 2-Way Telephone Numbers, per number in E911 profile (New or Additional)		UEPEX		0.07	0.54									
	Unbundled Exchange Ports - 4-Wire ISDN DSI Port - E911 Locator Capability - Outcall Telephone Numbers, per number in E911 profile (New or Additional)		UEPEX		0.07	12.71	12.71								
	Unbundled Exchange Ports - 4-Wire ISDN DSI Port - Inward Telephone Numbers - Inward Data Only Option (New or Additional)		UEPDX		0.00	0.54									

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)		Nonrecurring Disconnect	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l								
	Exchanges Ports - 4-Wire ISDN DST1 Port - Subsequent (New)		UEPEX	PRZTI	0.00	25.41	25.41								
	Inward Tel Numbers (Customer Testing Purpose)		UEPEX	PRZTI	0.00										
	LOCAL NUMBER PORTABILITY		UEPEX	LNPCN	1.75										
	Local Number Portability (1 per port)		UEPEX	LNPCN											
	INTERFACE (Provisioning Only)		UEPEX	PR71V	0.00	0.00	0.00								
	Voice/Data		UEPEX	PR71D	0.00	0.00	0.00								
	Digital Data		UEPDX	PR71E	0.00	0.00	0.00								
	Inward Data		UEPEX	PR7BV	0.00	15.48									
	New or Additional Channel		UEPEX	PR7BF	0.00	15.48									
	New or Additional - Voice/Data "B" Channel		UEPEX	PR7BD	0.00	15.48									
	New or Additional - Digital Data "B" Channel		UEPEX	PR7BD	0.00	15.48									
	New or Additional Inward Data "B" Channel		UEPEX	PR7BS	0.00	15.48									
	New or Additional Usage Sensitive Voice Data "B" Channel		UEPEX	PR7BU	0.00	15.48									
	New or Additional Usage Sensitive Digital Data "B" Channel		UEPEX	PR7EX	0.00	15.48									
	New or Additional PRI "B" Channel		UEPEX	PR7EX	0.00	15.48									
	CALL TYPES		UEPEX	PR7G1	0.00	0.00	0.00								
	Inward		UEPEX	PR7CO	0.00	0.00	0.00								
	Outward		UEPEX	PR7CC	0.00	0.00	0.00								
	Two-way		UEPEX	PR7CC	0.00	0.00	0.00								
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY		UEPVR	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Area Calling - Res		UEPVR	UERAC	1.49	3.74	3.63								
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE		UEPVR	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Area Calling - Res		UEPVR	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Local Calling - Res		UEPVR	UERLC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Intra-ATA - Res		UEPVR	UERTE	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Intra-ATA - Res		UEPVR	UERTR	1.49	3.74	3.63								
	Non-Recurring		UEPVR	USAC2	0.10	0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is		UEPVR	USAC2	0.10	0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)		UEPVR	USACC	0.10	0.10	0.10								
	UNBUNDLED REMOTE CALL FORWARDING - BUS		UEPVB	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Area Calling - Bus		UEPVB	UERAC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Local Calling - Bus		UEPVB	UERLC	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Intra-ATA - Bus		UEPVB	UERTE	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service - Intra-ATA - Bus		UEPVB	UERTR	1.49	3.74	3.63								
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling		UEPVB	UERVJ	1.49	3.74	3.63								
	Non-Recurring		UEPVB	USAC2	0.10	0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is		UEPVB	USAC2	0.10	0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)		UEPVB	USACC	0.10	0.10	0.10								
	UNBUNDLED LOCAL SWITCHING, PORT USAGE		UEPVB	USACC	0.0011971										
	End Office Switching (Port Usage)		UEPVB	USACC	0.0011971										
	End Office Switching Function, Per MOU		UEPVB	USACC	0.0002112										
	End Office Trunk Port - Shared, Per MOU		UEPVB	USACC	0.0002112										
	Tandem Switching (Port Usage) (Local or Access Tandem)		UEPVB	USACC	0.000194										
	Tandem Switching Function Per MOU		UEPVB	USACC	0.0002416										
	Tandem Trunk Port - Shared, Per MOU		UEPVB	USACC	0.000094381										
	Tandem Switching Function Per MOU (Mated)		UEPVB	USACC	0.000117538										
	Tandem Trunk Port - Shared, Per MOU (Mated)		UEPVB	USACC	0.000117538										
	Mated Factor - 48.65% of the Tandem Rate		UEPVB	USACC	0.000117538										
	Common Transport		UEPVB	USACC	0.000003										
	Common Transport - Per Mile, Per MOU		UEPVB	USACC	0.000003										
	Common Transport - Facilities Termination Per MOU		UEPVB	USACC	0.0007466										
	UNBUNDLED PORTLOOP COMBINATIONS - COST BASED RATES		UEPVB	USACC	0.0007466										
	Cost Based Rates are applied where BalSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.		UEPVB	USACC	0.0007466										
	Features shall apply to the Unbundled Port-loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.		UEPVB	USACC	0.0007466										

UNBUNDLED NETWORK ELEMENTS - Kentucky													
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted per LSR	Svc Order Submitted per LSR	Attachment 2	Exhibit A
						Nonrecurring	Add'l	Nonrecurring	Disconnect				
						First	Add'l	First	Add'l				
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.												
	The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.												
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)												
	UNE Port/Loop Combination Rates												
	2-Wire VG Loop/Port Combo - Zone 1	1				10.79							
	2-Wire VG Loop/Port Combo - Zone 2	2				15.52							
	2-Wire VG Loop/Port Combo - Zone 3	3				31.74							
	UNE Loop Rates												
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEBRX	UEPLX		9.64							
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEBRX	UEPLX		14.37							
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEBRX	UEPLX		30.59							
	2-Wire Voice Grade Line Port Rates (Res)												
	2-Wire voice unbundled port - residence		UEBRX	UEPRL		1.15	21.29	15.49	2.85	2.67			
	2-Wire voice unbundled port with Caller ID - res		UEBRX	UEPRC		1.15	21.29	15.49	2.85	2.67			
	2-Wire voice unbundled port outgoing only - res		UEBRX	UEPRO		1.15	21.29	15.49	2.85	2.67			
	2-Wire voice Grade unbundled Kentucky extended local dialing party port with Caller ID - res		UEBRX	UEPRM		1.15	21.29	15.49	2.85	2.67			
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)		UEBRX	UEPAP		1.15	21.29	15.49	2.85	2.67			
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID		UEBRX	UEPWE		1.15	21.29	15.49	2.85	2.67			
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability		UEBRX	UEPRT		1.15	21.29	15.49	2.85	2.67			
	FEATURES												
	All Features Offered		UEBRX	UEPVF		0.00	0.00	0.00					
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)		UEBRX	LNPOX		0.35							
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED												
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEBRX	USAC2			0.10	0.10					
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change		UEBRX	USACC			0.10	0.10					
	ADDITIONAL NRCS												
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEBRX	USAS2		0.00	0.00	0.00					
	Actively Unbundled Miscellaneous Rate Element - Tag Loop at End User Premise		UEBRX	URETL			8.33	0.83					
	OFF/ON PREMISES EXTENSION CHANNELS												
	2-Wire Analog Voice Grade Extension Loop - Non-Design	1	UEBRX	UEAEN		10.56	46.66	22.57	26.65	7.65			
	2-Wire Analog Voice Grade Extension Loop - Non-Design	2	UEBRX	UEAEN		15.34	46.66	22.57	26.65	7.65			
	2-Wire Analog Voice Grade Extension Loop - Non-Design	3	UEBRX	UEAEN		31.11	46.66	22.57	26.65	7.65			
	2-Wire Analog Voice Grade Extension Loop - Design	1	UEBRX	UEAED		12.67	134.89	81.87	73.65	14.88			
	2-Wire Analog Voice Grade Extension Loop - Design	2	UEBRX	UEAED		17.45	134.89	81.87	73.65	14.88			
	2-Wire Analog Voice Grade Extension Loop - Design	3	UEBRX	UEAED		33.22	134.89	81.87	73.65	14.88			
	INTEROFFICE TRANSPORT												
	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		UEBRX	U1TV2		23.95	98.09	53.67	56.31	22.42			
	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile or Fraction Mile		UEBRX	U1TVM		0.0095	0.00	0.00					
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)												
	UNE Port/Loop Combination Rates												
	2-Wire VG Loop/Port Combo - Zone 1	1				10.79							
	2-Wire VG Loop/Port Combo - Zone 2	2				15.52							
	2-Wire VG Loop/Port Combo - Zone 3	3				31.74							
	UNE Loop Rates												
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEFBX	UEPLX		9.64							
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEFBX	UEPLX		14.37							
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEFBX	UEPLX		30.59							
	2-Wire Voice Grade Line Port (Bus)												
	2-Wire voice unbundled port without Caller ID - bus		UEFBX	UEPBL		1.15	21.29	15.49	2.85	2.67			
	2-Wire voice unbundled port with Caller - E484 ID - bus		UEFBX	UEPBC		1.15	21.29	15.49	2.85	2.67			

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A		
						Nonrecurring	Add'l	Nonrecurring	Disconnect			SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
					First	Add'l	First	Add'l									
	2-Wire voice unbundled port outgoing only - bus		UEPBX	UEPBO	1.15	21.29	15.49	2.85	2.67								
	2-Wire voice Grade unbundled Kentucky extended local dialing party port with Caller ID - bus		UEPBX	UEPBM	1.15	21.29	15.49	2.85	2.67								
	2-Wire voice unbundled incoming only port with Caller ID - Bus		UEPBX	UEPB1	1.15	21.29	15.49	2.85	2.67								
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID		UEPBX	UEPWF	1.15	21.29	15.49	2.85	2.67								
	2-Wire voice unbundled incoming Only Port without Caller ID Capability		UEPBX	UEPBE	1.15	21.29	15.49	2.85	2.67								
	LOCAL NUMBER PORTABILITY		UEPBX	LNPCX	0.35												
	Local Number Portability (1 per port)		UEPBX	UEPVF	0.00	0.00	0.00										
	FEATURES																
	All Features Offered																
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPBX	USAC2	0.10	0.10	0.10										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change		UEPBX	USACC	0.10	0.10	0.10										
	ADDITIONAL NRCS																
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPBX	USAS2	0.00	0.00	0.00										
	Unbundled Miscellaneous Rate Element Tag Loop at End User Premise		UEPBX	URETL	8.33	0.83											
	OFF/OFCN PREMISES EXTENSION CHANNELS																
	2-Wire Analog Voice Grade Extension Loop - Non-Design	1	UEPBX	UEAEN	10.56	46.66	22.57	7.65									
	2-Wire Analog Voice Grade Extension Loop - Non-Design	2	UEPBX	UEAEN	15.84	46.66	22.57	7.65									
	2-Wire Analog Voice Grade Extension Loop - Non-Design	3	UEPBX	UEAEN	31.11	46.66	22.57	7.65									
	2-Wire Analog Voice Grade Extension Loop - Design	1	UEPBX	UEAED	12.67	134.89	81.87	14.88									
	2-Wire Analog Voice Grade Extension Loop - Design	2	UEPBX	UEAED	17.45	134.89	81.87	14.88									
	2-Wire Analog Voice Grade Extension Loop - Design	3	UEPBX	UEAED	33.22	134.89	81.87	14.88									
	INTEROFFICE TRANSPORT																
	Interface Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		UEPBX	U1TV2	23.95	98.09	53.67	22.42									
	Interface Transport - Dedicated - 2-Wire Voice Grade - Per Mile or Fraction Mile		UEPBX	U1TVM	0.0095	0.00	0.00										
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1	1			10.79												
	2-Wire VG Loop/Port Combo - Zone 2	2			15.52												
	2-Wire VG Loop/Port Combo - Zone 3	3			31.74												
	UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPRG	UEPLX	9.64												
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPRG	UEPLX	14.37												
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPRG	UEPLX	30.59												
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	1.15	21.29	15.49	2.85	2.67								
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		UEPRG	LNPCP	3.15	0.00	0.00										
	FEATURES																
	All Features Offered																
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-as-is		UEPRG	USAC2	8.45	1.91											
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change		UEPRG	USACC	8.45	1.91											
	ADDITIONAL NRCS																
	2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity		UEPRG	USAS2	0.00	0.00	0.00										
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group		UEPRG	USAS2	0.00	0.00	0.00										
					7.86												

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit: A	
						Nonrecurring	Add'l	Nonrecurring	Disconnect			SOMEc	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l			Charge - Manual Order vs. Electronic-1st Add'l	Charge - Manual Order vs. Electronic-Disc 1st	Charge - Manual Order vs. Electronic-Disc Add'l	
	Unbundled Miscellaneous Rate Element_ Tag Loop at End User Premise		UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS														
	Local Channel Voice grade, per termination	1	UEPRG	P2JHX		12.67	81.67	73.65	14.88						
	Local Channel Voice grade, per termination	2	UEPRG	P2JHX		17.45	81.67	73.65	14.88						
	Local Channel Voice grade, per termination	3	UEPRG	P2JHX		33.22	81.67	73.65	14.88						
	Non-Wire Direct Serve Channel Voice Grade	1	UEPRG	SDD2X		12.68	78.10	119.62	15.80						
	Non-Wire Direct Serve Channel Voice Grade	2	UEPRG	SDD2X		18.12	78.10	119.62	15.80						
	Non-Wire Direct Serve Channel Voice Grade	3	UEPRG	SDD2X		29.64	78.10	119.62	15.00						
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPRG	U1TV2		23.95	53.67	56.31	22.42						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPRG	U1TVM		0.0095	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/Port Combo - Zone 1	1	UEPPX	UEPLX		10.79									
	2-Wire VG Loop/Port Combo - Zone 2	2	UEPPX	UEPLX		15.52									
	2-Wire VG Loop/Port Combo - Zone 3	3	UEPPX	UEPLX		31.74									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPPX	UEPLX		9.64									
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPPX	UEPLX		14.37									
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPPX	UEPLX		30.59									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC		1.15	21.29	15.49	2.85	2.67					
	Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPO		1.15	21.29	15.49	2.85	2.67					
	Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPPI		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled Outdial Alabama NAR Area Calling Port		UEPPX	UEPOA											
	2-Wire Voice Unbundled PBX LD Terminal Port		UEPPX	UEPLD		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD Terminal Port		UEPPX	UEPLA		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Port		UEPPX	UEPTX		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD DDD Terminal Port		UEPPX	UEPXD		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPXT		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD		UEPPX	UEPXF		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port		UEPPX	UEPXG		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port		UEPPX	UEPXH		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD		UEPPX	UEPXJ		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled Outdial Kentucky NAR Area Calling Port		UEPPX	UEPOK		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPXM		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXO		1.15	21.29	15.49	2.85	2.67					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS		1.15	21.29	15.49	2.85	2.67					
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)		UEPPX	LNPCP		3.15	0.00								
	FEATURES														
	All Features Offered		UEPPX	UEPVF		0.00	0.00								
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is		UEPPX	USAC2		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		UEPPX	USACC		8.45	1.91								

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2			Exhibit: A		
						Nonrecurring First	Addl	Nonrecurring First	Disconnect Addl			OSS Rates (\$)	Incremental Charge - Manual Svc Order vs. Electronic-Addl	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Addl		
ADDITIONAL NRCS	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity		UEPPX	USAS2	0.00	0.00	0.00										
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group				7.86	7.86											
	Unbundled Miscellaneous Rate Element - Tag Loop at End User Premise		UEPPX	URETL	8.33	0.83											
OFF/ON PREMISES EXTENSION CHANNELS	Local Channel Voice grade, per termination	1	UEPPX	P2JHX	12.67	134.89	81.87	73.65	14.88								
	Local Channel Voice grade, per termination	2	UEPPX	P2JHX	17.45	134.89	81.87	73.65	14.88								
	Local Channel Voice grade, per termination	3	UEPPX	P2JHX	33.22	134.89	81.87	73.65	14.88								
	Non-Wire Direct Serve Channel Voice Grade	1	UEPPX	SDDZX	12.68	170.06	78.10	119.62	15.80								
	Non-Wire Direct Serve Channel Voice Grade	2	UEPPX	SDDZX	18.12	170.06	78.10	119.62	15.80								
	Non-Wire Direct Serve Channel Voice Grade	3	UEPPX	SDDZX	29.64	170.06	78.10	119.62	15.00								
INTEROFFICE TRANSPORT	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination		UEPPX	U1TV2	23.95	98.09	53.67	56.31	22.42								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile		UEPPX	U1TVM	0.0095	0.00	0.00										
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT	UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo - Zone 1	1			10.79												
	2-Wire VG Coin Port/Loop Combo - Zone 2	2			15.52												
UNE Loop Rates	2-Wire VG Coin Port/Loop Combo - Zone 3	3			31.74												
	2-Wire Voice Grade Loop (S.L1) - Zone 1	1	UEPCO	UEPLX	9.64												
	2-Wire Voice Grade Loop (S.L1) - Zone 2	2	UEPCO	UEPLX	14.37												
2-Wire Voice Grade Line Ports (COIN)	2-Wire Voice Grade Loop (S.L1) - Zone 3	3	UEPCO	UEPLX	30.59												
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin 2-Way with Operator Screening (AL, KY)		UEPCO	UEPRE	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+D-DD (AL, KY, LA, MS)		UEPCO	UEPRA	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (KY)		UEPCO	UEPKA	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+D-DD, 011+ & Local (AL, KY, LA, MS)		UEPCO	UEPCD	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPRN	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)		UEPCO	UEPRJ	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+D-DD (AL, KY, LA, MS)		UEPCO	UEPRH	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+D-DD, 011+ and Local (AL, KY, LA, MS)		UEPCO	UEPCN	1.15	21.29	15.49	2.85	2.67								
	2-Wire Coin Outward with 900/976 (all states except LA)		UEPCO	UEPCK	1.15	21.29	15.49	2.85	2.67								
	ADDITIONAL UNE COIN PORT/LOOP (RC)	2-Wire Coin Outward Smartline with 900/976 (all states except LA)		UEPCO	UEPCR	1.15	21.29	15.49	2.85	2.67							
UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	2.57	0.00	0.00	0.00	0.00								
Local Number Portability (1 per port)			UEPCO	LNPCX	0.35												
NONRECURRING CHARGES - CURRENTLY COMBINED	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPCO	USAC2	0.10	0.10	0.10										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change		UEPCO	USACC	0.10	0.10	0.10										
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPCO	USAS2	0.00	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise		UEPCO	URETL		8.33	0.83									
	2-WIRE VOICE LOOP/ 2-WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Transport/Port Combo - Zone 1	1				13.90										
	2-Wire VG Loop/IO Transport/Port Combo - Zone 2	2				18.68										
	2-Wire VG Loop/IO Transport/Port Combo - Zone 3	3				34.45										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (S/L2) - Zone 1	1	UEPFR	UEGF2		12.67										
	2-Wire Voice Grade Loop (S/L2) - Zone 2	2	UEPFR	UEGF2		17.45										
	2-Wire Voice Grade Loop (S/L2) - Zone 3	3	UEPFR	UEGF2		33.22										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence		UEPFR	UEPRL	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice unbundled port with Caller ID - res		UEPFR	UEPRC	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice unbundled port outgoing only - res		UEPFR	UEPRO	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice Grade unbundled Kentucky extended local dialing party port with Caller ID - res		UEPFR	UEPRM	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice unbundled res, low usage line port with Caller ID (LUM)		UEPFR	UEPAP	1.23	128.96	64.11	61.92	9.97							
	2-Wire Voice Unbundled Kentucky Residence Dialing Plan without Caller ID		UEPFR	UEPWE	1.23	128.96	64.11	61.92	9.97							
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		UEPFR	U1TV2		23.95	98.09	53.67	22.42							
	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile or Fraction Mile		UEPFR	1.5XX		0.0095										
	FEATURES															
	All Features Offered		UEPFR	UEPVF		0.00	0.00									
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)		UEPFR	LNFCX		0.35										
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port		UEPFR	USAC2		9.03	1.87									
	Combination - Conversion - Switch-as-is		UEPFR	USACC		9.03	1.87									
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port		UEPFR	USACC		9.03	1.87									
	Combination - Conversion - Switch-With-Change		UEPFR	USACC		9.03	1.87									
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise		UEPFR	URETN		11.21	1.10									
	2-WIRE VOICE LOOP/ 2-WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Transport/Port Combo - Zone 1	1				13.90										
	2-Wire VG Loop/IO Transport/Port Combo - Zone 2	2				18.68										
	2-Wire VG Loop/IO Transport/Port Combo - Zone 3	3				34.45										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (S/L2) - Zone 1	1	UEPFB	UEGF2		12.67										
	2-Wire Voice Grade Loop (S/L2) - Zone 2	2	UEPFB	UEGF2		17.45										
	2-Wire Voice Grade Loop (S/L2) - Zone 3	3	UEPFB	UEGF2		33.22										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus		UEPFB	UEPBL	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice unbundled port with Caller - E484 ID - bus		UEPFB	UEPBC	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice unbundled port outgoing only - bus		UEPFB	UEPBO	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice Grade unbundled Kentucky extended local dialing party port with Caller ID - bus		UEPFB	UEPBM	1.23	128.96	64.11	61.92	9.97							
	2-Wire voice unbundled incoming only port with Caller ID - Bus		UEPFB	UEPB1	1.23	128.96	64.11	61.92	9.97							
	2-Wire Voice Unbundled Kentucky Business Dialing Plan without Caller ID		UEPFB	UEPWF	1.23	128.96	64.11	61.92	9.97							
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)		UEPFB	LNFCX		0.35										
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		UEPFB	U1TV2		23.95	98.09	53.67	22.42							

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A	
						Nonrecurring	Addl	Nonrecurring	Disconnect			SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
						First	Addl	First	Addl			OSS Rates (\$)				
	Interface Transport - Dedicated - 2-Wire Voice Grade - Per Mile or Fraction Mile		UEPFB	1LSXX	0.0095											
	FEATURES		UEPFB													
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED		UEPFB	UEPVF	0.00	0.00	0.00									
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port		UEPFB	USAC2		9.03		1.87								
	Combination - Conversion - Switch-as-is		UEPFB	USAC2		9.03		1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port		UEPFB	USAC2		9.03		1.87								
	Combination - Conversion - Switch with change		UEPFB	USAC2		9.03		1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise		UEPFB	URETN		11.21		1.10								
	2-WIRE VOICE LOOP/2WIRE VOICE GRADE IO TRANSPORT/2-WIRE LINE PORT (PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Transport/Port Combo - Zone 1	1	UEPFB		13.90	164.27	78.65	75.05	8.73							
	2-Wire VG Loop/IO Transport/Port Combo - Zone 2	2	UEPFB		18.88	164.27	78.65	75.05	8.73							
	2-Wire VG Loop/IO Transport/Port Combo - Zone 3	3	UEPFB		34.45	164.27	78.65	75.05	8.73							
	UNE Loop Rates															
	2-Wire Voice Grade Loop (S1,2) - Zone 1	1	UEPFB	UECF2	12.67	164.27	78.65	75.05	8.73							
	2-Wire Voice Grade Loop (S1,2) - Zone 2	2	UEPFB	UECF2	17.45	164.27	78.65	75.05	8.73							
	2-Wire Voice Grade Loop (S1,2) - Zone 3	3	UEPFB	UECF2	33.22	164.27	78.65	75.05	8.73							
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPFB	UEPPC	1.23	164.27	78.65	75.05	8.73							
	Line Side Unbundled Outward PBX Trunk Port - Bus		UEPFB	UEPPO	1.23	164.27	78.65	75.05	8.73							
	Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPFB	UEPPI	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX LD Terminal Ports		UEPFB	UEPLD	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		UEPFB	UEPXA	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports		UEPFB	UEPXB	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX LD DDD Terminals Port		UEPFB	UEPXC	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPFB	UEPXD	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPFB	UEPXE	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling Port without LUD		UEPFB	UEPYF	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX Kentucky LUD Area Calling Port		UEPFB	UEPYG	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled PBX Kentucky Premium Calling Port		UEPFB	UEPYH	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port without LUD		UEPFB	UEPYJ	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPFB	UEPYL	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPFB	UEPYM	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPFB	UEPYO	1.23	164.27	78.65	75.05	8.73							
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPFB	UEPXS	1.23	164.27	78.65	75.05	8.73							
	LOCAL NUMBER PORTABILITY		UEPFB	LNFQP	3.15	0.00	0.00									
	INTEROFFICE TRANSPORT															
	Interface Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		UEPFB	U1TV2	23.95	98.09	53.67	56.31	22.42							
	Interface Transport - Dedicated - 2-Wire Voice Grade - Per Mile or Fraction Mile		UEPFB	1LSXX	0.0095											
	FEATURES		UEPFB	UEPVF	0.00	0.00	0.00									
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED		UEPFB	USAC2		9.03		1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port		UEPFB	USAC2		9.03		1.87								
	Combination - Conversion - Switch-as-is		UEPFB	USAC2		9.03		1.87								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port		UEPFB	USAC2		9.03		1.87								
	Combination - Conversion - Switch with change		UEPFB	USAC2		9.03		1.87								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise		UEPFB	URETN		11.21		1.10								

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						SOMEC	SOMAN	Attachment 2		Exhibit A	
					Rec	Nonrecurring First	Addl	Nonrecurring First	Addl	Nonrecurring Disconnect First			Addl	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP - BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1	1			21.30											
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2	2			26.08											
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3	3			41.85											
UNE Loop Rates																
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1	1	UEPPX	UEGDI	12.67											
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	2	UEPPX	UEGDI	17.45											
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3	3	UEPPX	UEGDI	33.22											
UNE Port Rate																
	Exchange Ports - 2-Wire DID Port		UEPPX	UEPD1	8.63	336.11	27.75	132.37	9.31							
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes		UEPPX	USA1C		7.85	1.87									
ADDITIONAL NRCS																
	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise		UEPPX	USAS1		32.25	32.25									
Telephone Number/Trunk Group Establishment Charges																
	DID Trunk Termination (One Per Port)		UEPPX	NDT	0.00	0.00	0.00									
	Additional DID Numbers for each Group of 20 DID Numbers		UEPPX	ND4	0.00	0.00	0.00									
	DID Numbers, Non-consecutive DID Numbers - Per Number		UEPPX	ND5	0.00	0.00	0.00									
	Reserve Non-Consecutive DID Numbers		UEPPX	ND6	0.00	0.00	0.00									
	Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00									
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		UEPPX	LNPCP	3.15	0.00	0.00									
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
UNE Port Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1	UEPPB	UEPPR	25.69											
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2	UEPPB	UEPPR	31.92											
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3	UEPPB	UEPPR	50.21											
UNE Loop Rates																
	2-Wire ISDN Digital Grade Loop - UNE Zone 1	1	UEPPB	UEPPR	16.10											
	2-Wire ISDN Digital Grade Loop - UNE Zone 2	2	UEPPB	UEPPR	22.33											
	2-Wire ISDN Digital Grade Loop - UNE Zone 3	3	UEPPB	UEPPR	40.63											
UNE Port Rate																
	Exchange Port - 2-Wire ISDN Line Side Port		UEPPB	UEPPR	9.59	320.53	289.13	92.19	17.56							
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion		UEPPB	USACB	0.00	22.77	17.00									
ADDITIONAL NRCS																
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise		UEPPB	URETN		11.21	1.10									
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise		UEPPB	URETL		8.33	0.83									
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		UEPPB	LNPCX	0.35	0.00	0.00									
BCHANNEL USER PROFILE ACCESS:																
	CVS (EWSJ)		UEPPB	UEPPR	0.00	0.00	0.00									
	CVS (EWSJ)		UEPPB	UEPPR	0.00	0.00	0.00									
	CVS (EWSJ)		UEPPB	UEPPR	0.00	0.00	0.00									
BCHANNEL AREA PLUS USER PROFILE ACCESS: (AL KY LAMS SC MS & TN)																
	CVS (EWSJ)		UEPPB	UEPPR	0.00	0.00	0.00									
	CVS (EWSJ)		UEPPB	UEPPR	0.00	0.00	0.00									
	CVS (EWSJ)		UEPPB	UEPPR	0.00	0.00	0.00									
USER TERMINAL PROFILE																

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Incremental Charge - Manual Svc Order vs. Electronic-Addl	Attachment 1 Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Attachment A Incremental Charge - Manual Svc Order vs. Electronic-Disc Addl
					Rec	Nonrecurring	First Addl	Nonrecurring	First Addl	SOMEC					
	User Terminal Profile (EWSO only)		UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
	VERTICAL FEATURES		UEPPB UEPPR	UEPVF	0.00	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE		UEPPB UEPPR	M1GNC	29.12	47.34	31.78	0.01	0.00	22.77	8.75				
	Interoffice Channel mileage each, including first mile and facilities termination		UEPPB UEPPR	M1GMA	0.01	0.00	0.00								
	4-WIRE DST1 DIGITAL LOOP WITH 4-WIRE ISDN DST1 DIGITAL TRUNK PORT														
	Interoffice Channel mileage each, additional mile		UEPPB UEPPR												
	4-WIRE DST1 DIGITAL LOOP WITH 4-WIRE ISDN DST1 DIGITAL TRUNK PORT														
	Requests for 4-Wire DST1 Digital Loop with 4-Wire ISDN DST1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.														
	UNE Port/Loop Combination Rates														
	4W DST1 Digital Loop/4W ISDN DST1 Digital Trunk Port - UNE Zone 1	1	UEPPP		170.06										
	4W DST1 Digital Loop/4W ISDN DST1 Digital Trunk Port - UNE Zone 2	2	UEPPP		197.70										
	4W DST1 Digital Loop/4W ISDN DST1 Digital Trunk Port - UNE Zone 3	3	UEPPP		381.35										
	UNE Loop Rates														
	4-Wire DST1 Digital Loop - UNE Zone 1	1	UEPPP	USL4P	86.47										
	4-Wire DST1 Digital Loop - UNE Zone 2	2	UEPPP	USL4P	114.10										
	4-Wire DST1 Digital Loop - UNE Zone 3	3	UEPPP	USL4P	297.76										
	UNE Port Rate		UEPPP	UEPPP	83.59	736.16	382.74			159.48	48.82				
	Exchange Ports - 4-Wire ISDN DST1 Port (E: 4/1/2004)														
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DST1 Digital Loop / 4-Wire ISDN DST1 Digital Trunk Port		UEPPP	USACP	0.00	81.70	61.37								
	Combination - Conversion - Switch-as-is (E: 4/1/2004)														
	ADDITIONAL NRCS														
	4-Wire DST1 Loop/4-W ISDN Digi Trk Port - Subseqd Actvy-		UEPPP	PR7FE	0.54										
	Inward/Two Way Tel Nos. (except NC)														
	4-Wire DST1 Loop / 4-Wire ISDN DST1 Digital Trunk Port - Outward		UEPPP	PR7TO	12.71		12.71								
	Tel Numbers (All States except NC)														
	4-Wire DST1 Loop / 4-Wire ISDN DST1 Digital Trk Port - Subsequent Inward Tel Numbers		UEPPP	PR7ZI	25.41		25.41								
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per part)		UEPPP	LNPCN	1.75										
	INTERFACE (provisioning only)														
	Voice/Data		UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data		UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data		UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel		UEPPP	PR7BV	0.00	15.48									
	New or Additional - Voice/Data B Channel		UEPPP	PR7BF	0.00	15.48									
	New or Additional - Digital Data B Channel		UEPPP	PR7BD	0.00	15.48									
	New or Additional Inward Data B Channel		UEPPP	PR7C1	0.00	0.00	0.00								
	Inward		UEPPP	PR7C0	0.00	0.00	0.00								
	Outward		UEPPP	PR7CC	0.00	0.00	0.00								
	Two-way		UEPPP	LN1NA	96.27	106.52	98.46			23.09	20.49				
	Interoffice Channel Mileage		UEPPP	LN1NB	0.23										
	Fixed Each Including First Mile														
	Fixed Airline-Fractional Additional Mile														
	4-WIRE DST1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT														
	Requests for 4-Wire DST1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.														
	UNE Port/Loop Combination Rates														
	4W DST1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1	1	UEPDC		147.99										
	4W DST1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2	2	UEPDC		175.62										
	4W DST1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3	3	UEPDC		359.28										
	UNE Loop Rates														
	4-Wire DST1 Digital Loop - UNE Zone 1	1	UEPDC	US1DC	86.47										
	4-Wire DST1 Digital Loop - UNE Zone 2	2	UEPDC	US1DC	114.10										

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit A		
					Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC			SOMAN	OSS Rates (\$)		SOMAN	SOMAN
						First	Add'l	First	Add'l					SOMAN	SOMAN		
UNBUNDLED NETWORK ELEMENTS - Kentucky	4-Wire DSt1 Digital Loop - UNE Zone 3		UEPDC	USLDC	297.76												
	4-Wire DSt1 Digital Loop - UNE Zone 1		UEPDC	USLDC	86.47	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 2		UEPDC	USLDC	114.10	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 3		UEPDC	USLDC	297.76	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 4		UEPDC	USLDC	297.76	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 5		UEPDC	USLDC	297.76	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 6		UEPDC	USLDC	297.76	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 7		UEPDC	USLDC	297.76	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 8		UEPDC	USLDC	297.76	0.00											
	4-Wire DSt1 Digital Loop - UNE Zone 9		UEPDC	USLDC	297.76	0.00											
NONRECURRING CHARGES - CURRENTLY COMBINED			UEPDC	USLDC	61.52	780.61	375.52	176.19	16.98								
4-Wire DSt1 Digital Loop / 4-Wire DSt1 Trunk Port Combination - Switch-24-18 (E/4/1/2004)			UEPDC	USAC4	92.84	46.70											
4-Wire DSt1 Digital Loop / 4-Wire DSt1 Trunk Port Combination - Conversion with DSt1 Changes (E/4/1/2004)			UEPDC	USAWA	92.84	46.70											
4-Wire DSt1 Digital Loop / 4-Wire DSt1 Trunk Port Combination - Conversion with Change - Trunk (E/4/1/2004)			UEPDC	USAWB	92.84	46.70											
ADDITIONAL NRCS			UEPDC	UDTTA	15.09	15.09											
4-Wire DSt1 Loop / 4-Wire DSt1 Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTB	15.09	15.09											
4-Wire DSt1 Loop / 4-Wire DSt1 Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTC	15.09	15.09											
4-Wire DSt1 Loop / 4-Wire DSt1 Trunk Port - Subsequent Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTD	15.09	15.09											
4-Wire DSt1 Loop / 4-Wire DSt1 Trunk Port - Subsequent Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTE	15.09	15.09											
4-Wire DSt1 Loop / 4-Wire DSt1 Trunk Port - Subsequent Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	CCOSF	0.00	730.00s											
BIPOLAR & ZERO SUBSTITUTION			UEPDC	CCOEF	0.00	730.00s											
BBZS - Superframe Format			UEPDC	MCOSF	0.00	0.00											
BBZS - Extended Superframe Format			UEPDC	MCOPF	0.00	0.00											
Alternate Mark Inversion			UEPDC	UDTDX	0.00	0.00											
AMI - Superframe Format			UEPDC	UDTGY	0.00	0.00											
AMI - Extended Superframe Format			UEPDC	UDTGY	0.00	0.00											
Telephone Number/Trunk Group Establishment Charges			UEPDC	UDTGY	0.00	0.00											
Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00	0.00											
Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	ND4	0.00	0.00											
DID Numbers for each Group of 20 DID Numbers			UEPDC	ND5	0.00	0.00											
DID Numbers, Non-consecutive DID Numbers, Per Number			UEPDC	ND6	0.00	0.00											
Reserve Non-Consecutive DID Nos			UEPDC	NDV	0.00	0.00											
Dedicated DSt1 (Interface Channel Mileage) - FXICO for 4-Wire DSt1 Digital Loop with 4-Wire DSt1 Trunk Port			UEPDC	LN01	96.04	105.52	98.46	23.09	20.49								
Interface Channel Mileage - Fixed rate 0-9 miles (Facilities Termination)			UEPDC	LN01	96.04	105.52	98.46	23.09	20.49								
Interface Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	LN0A	0.23	0.00	0.00										
Interface Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	LN02	0.00	0.00	0.00										
Interface Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	LN0B	0.45	0.00	0.00										
Interface Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	LN03	0.00	0.00	0.00										
Interface Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	LN0C	0.45	0.00	0.00										
Local Number Portability, per DSO Activated			UEPDC	LN0P	3.15	0.00	0.00										
Central Office Terminating Point			UEPDC	CTG	0.00	0.00	0.00										
4-WIRE DSt1 LOOP WITH CHANNELIZATION WITH PORT																	
System is 1 DSt1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																	
Each System can have up to 24 combinations of rates depending on type and number of ports used																	
The UNE-P DSt1 combination rates below for 4-Wire DSt1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																	
Requests for 4-Wire DSt1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																	
UNE DSt1 Loop			UEPMG	USLDC	86.47	0.00	0.00										
4-Wire DSt1 Loop - UNE Zone 1			UEPMG	USLDC	114.10	0.00	0.00										
4-Wire DSt1 Loop - UNE Zone 2			UEPMG	USLDC	114.10	0.00	0.00										
4-Wire DSt1 Loop - UNE Zone 3			UEPMG	USLDC	297.76	0.00	0.00										
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)			UEPMG	VUMZ4	111.16	0.00	0.00										
24 DSO Channel Capacity - 1 per DSt1			UEPMG	VUMZ4	111.16	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A			
						Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	48 DSO Channel Capacity - 1 per 2 DS1s		UEPMG	VUM48	222.32	0.00	0.00	0.00									
	96 DSO Channel Capacity - 1 per 4 DS1s		UEPMG	VUM96	444.64	0.00	0.00	0.00									
	144 DSO Channel Capacity - 1 per 6 DS1s		UEPMG	VUM144	666.96	0.00	0.00	0.00									
	192 DSO Channel Capacity - 1 per 8 DS1s		UEPMG	VUM192	889.28	0.00	0.00	0.00									
	240 DSO Channel Capacity - 1 per 10 DS1s		UEPMG	VUM240	1,111.60	0.00	0.00	0.00									
	288 DSO Channel Capacity - 1 per 12 DS1s		UEPMG	VUM288	1,333.92	0.00	0.00	0.00									
	384 DSO Channel Capacity - 1 per 16 DS1s		UEPMG	VUM384	1,778.56	0.00	0.00	0.00									
	480 DSO Channel Capacity - 1 per 20 DS1s		UEPMG	VUM480	2,223.20	0.00	0.00	0.00									
	576 DSO Channel Capacity - 1 per 24 DS1s		UEPMG	VUM576	2,667.84	0.00	0.00	0.00									
	672 DSO Channel Capacity - 1 per 28 DS1s		UEPMG	VUM672	3,112.48	0.00	0.00	0.00									
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
	A Minimum System Configuration is One (1) DS1, One (1) DA Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes		UEPMG	USAC4	0.00	94.30	4.24										
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSAs																
	1 DS1/DA Channel Bank - Additionally Add NRC for each Port and Assoc Fee Activation (E:4/1/2004)		UEPMG	VUM104	0.00	718.89	469.96	149.83	17.77								
	Bipolar & Zero Substitution																
	Clear Channel Capability Format - Superframe - Subsequent Activity Only		UEPMG	CCOSF	0.00	0.001	730.00s										
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only		UEPMG	CCOEF	0.00	0.001	730.00s										
	Alternate Mark Inversion (AMI) Superframe Format		UEPMG	MCOSF	0.00	0.00	0.00										
	Extended Superframe Format		UEPMG	MCOPD	0.00	0.00	0.00										
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Line Side Combination Channelized PBX Trunk Port - Business (E:4/1/2004)		UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00								
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)		UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00								
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)		UEPPX	UEPIX	1.15	0.00	0.00	0.00	0.00								
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)		UEPPX	UEPDM	8.65	0.00	0.00	0.00	0.00								
	Unbundled Exchange Ports - 2-Wire Channelized - Outdial - (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)		UEPPX	UEPCY	1.15	0.00	0.00	0.00	0.00								
	Unbundled Exchange Ports - 2-Wire Channelized - Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)		UEPPX	UEPCT	1.15	0.00	0.00	0.00	0.00								
	Unbundled Exchange Ports - 2-Wire Channelized - Outdial - Kentucky Only - Calling Plan (E:4/1/2004)		UEPPX	UEPCV	1.15	0.00	0.00	0.00	0.00								
	Unbundled Exchange Ports - 2-Wire Channelized - Two Way - Kentucky Only - Calling Plan (E:4/1/2004)		UEPPX	UEPCW	1.15	0.00	0.00	0.00	0.00								
	Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank		UEPPX	1PQWM	0.62	25.40	13.41	4.17	4.15								
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank		UEPPX	1PQWU	0.62	78.15	19.68	59.05	11.54								
	Telephones Number Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)		UEPPX	NDT	0.00	0.00	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States		UEPPX	ND4	0.00	0.00	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number		UEPPX	ND5	0.00	0.00	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers		UEPPX	ND6	0.00	0.00	0.00	0.00	0.00								
	Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00	0.00	0.00								
	Local Number Portability - 1 per port		UEPPX	LNFCP	3.15	0.00	0.00	0.00	0.00								
	FEATURES - Vertical and Optional																

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Change - Manual Svc Order vs. Electronic- Addtl	Incremental Change - Manual Svc Order vs. Electronic- Addtl	Incremental Change - Manual Svc Order vs. Electronic- Disc 1st	Incremental Change - Manual Svc Order vs. Electronic- Disc Addtl
					Rec	Nonrecurring First	Addl	Nonrecurring First	Addl	SOMEC						
Local Switching Features Offered with Line Side Ports Only	All Features Available				UEPX	UEPVF	0.00	0.00	0.00							
UNBUNDLED CENTREX PORTLOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Portloop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Portloop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Portloop Combination will be negotiated on an individual Case Basis, until further notice.																
UNE-P CENTREX - JAESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)																
UNE-P CENTREX - JAESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)																
UNE Portloop Combination Rates (Non-Design)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design																
1 UEP91 10.79																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design																
2 UEP91 15.52																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design																
3 UEP91 31.74																
UNE Portloop Combination Rates (Design)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design																
1 UEP91 13.82																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design																
2 UEP91 18.60																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design																
3 UEP91 34.37																
UNE Loop Rate																
2-Wire Voice Grade Loop (SL 1) - Zone 1																
1 UEP91 9.64																
2-Wire Voice Grade Loop (SL 1) - Zone 2																
2 UEP91 14.37																
2-Wire Voice Grade Loop (SL 1) - Zone 3																
3 UEP91 30.59																
2-Wire Voice Grade Loop (SL 2) - Zone 1																
1 UEP91 12.67																
2-Wire Voice Grade Loop (SL 2) - Zone 2																
2 UEP91 17.45																
2-Wire Voice Grade Loop (SL 2) - Zone 3																
3 UEP91 33.22																
UNE Ports																
All States (Except North Carolina and South Carolina)																
2-Wire Voice Grade Port (Centrex) Basic Local Area																
UEP91 1.15																
2-Wire Voice Grade Port (Centrex 800 termination) Basic Local Area																
UEP91 1.15																
2-Wire Voice Grade Port (Centrex with Caller ID) Note 1 Basic Local Area																
UEP91 1.15																
2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) Note 2, 3 Basic Local Area																
UEP91 1.15																
2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area																
UEP91 1.15																
2-Wire Voice Grade Port Terminated in on Megalink or equivalent Basic Local Area																
UEP91 1.15																
2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area																
UEP91 1.15																
AL, KY, LA, MS, & TN Only																
2-Wire Voice Grade Port (Centrex)																
UEP91 1.15																
2-Wire Voice Grade Port (Centrex 800 termination)																
UEP91 1.15																
2-Wire Voice Grade Port (Centrex with Caller ID) 1																
UEP91 1.15																
2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2, 3																
UEP91 1.15																
2-Wire Voice Grade Port, Diff Serving Wire Center - 2, 3 - 800 Service Term																
UEP91 1.15																
2-Wire Voice Grade Port Terminated in on Megalink or equivalent																
UEP91 1.15																
2-Wire Voice Grade Port Terminated on 800 Service Term																
UEP91 1.15																
Local Switching																
Centrex Intercom Functionality, per port																
UEP91 0.8873																

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit: A	
						Nonrecurring	Add'l	Nonrecurring	Disconnect			SOMEC	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l			Charge - Manual Svc Order vs. Electronic- Add'l	Charge - Manual Svc Order vs. Electronic- Disc 1st	Charge - Manual Svc Order vs. Electronic- Disc Add'l	
	Local Number Portability (1 per port)		UEP91	LNPC	0.35										
Features	All Standard Features Offered, per port		UEP91	UEPVF	0.00										
	All Select Features Offered, per port		UEP91	UEPVF	0.00	405.68									
	All Centrex Control Features Offered, per port		UEP91	UEPVC	0.00										
NARS	Unbundled Network Access Register - Combination		UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Individual		UEP91	UARIX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial		UEP91	UAROXX	0.00	0.00	0.00	0.00	0.00						
Miscellaneous Terminations	Trunk Side Terminations, each		UEP91	CENAA6	10.51	92.18	15.82	52.16	5.30						
	Interoffice Channel Mileage - 2-Wire		UEP91	MTGBC	29.11										
Feature Activations (OSD) Centrex Loops on Channelized DS1 Service	Interoffice Channel Mileage, per mille or fraction of mille		UEP91	MTGBM	0.01										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP91	1PQW5	0.62										
D4 Channel Bank Feature Activations	Feature Activation on D-4 Channel Bank FX line Side Loop Slot		UEP91	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP91	1PQW7	0.62										
Non-Recuring Charges (NRC) Associated with UNE-P Centrex	Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot		UEP91	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank T1e Line/Trunk Loop Slot		UEP91	1PQWV	0.62										
Additional Non-Recuring Charges (NRC)	Conversion of Existing Centrex Common Block changes, per port		UEP91	USAC2	0.102	0.102	0.102								
	New Centrex Standard Common Block		UEP91	USACN	18.95	8.32	111.05	13.27							
Non-Recuring Charges (NRC) Associated with UNE-P Centrex	New Centrex Customized Common Block		UEP91	MAACS	689.80	78.32	111.05	13.27							
	Secondary Block, per Block		UEP91	MAACB	689.80	78.32	111.05	13.27							
Additional Non-Recuring Charges (NRC)	NAR Establishment Charge, Per Occasion		UEP91	MZCC1	0.00	78.32	13.27	13.27							
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use		UEP91	URETL	8.33	0.83									
UNE-P CENTREX - 5ESS (Valid in All States)	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use		UEP91	URETN	11.21	1.10									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
UNE Port/Loop Combination Rates (Non-Design)	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design	1	UEP96		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design	2	UEP96		15.52										
UNE Port/Loop Combination Rates (Design)	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design	1	UEP96		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design	2	UEP96		18.60										
UNE Loop Rate	2-Wire Voice Grade Loop (SL 1) - Zone 1	3	UEP96		34.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 2	1	UEP96	UECS1	9.64										
		2	UEP96	UECS1	14.37										

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC						
	2-Wire Voice Grade Loop (SL 1) - Zone 3		UEP95	UECS1	30.59											
	2-Wire Voice Grade Loop (SL 2) - Zone 1	1	UEP95	UECS2	12.67											
	2-Wire Voice Grade Loop (SL 2) - Zone 2	2	UEP95	UECS2	17.45											
	2-Wire Voice Grade Loop (SL 2) - Zone 3	3	UEP95	UECS2	33.22											
	UNE Port Rate															
	All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP95	UEPYA	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP95	UEPYB	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area		UEP95	UEPYH	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2.3 Basic Local Area		UEP95	UEPYM	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Diff Serving Wire Center 2.3 - 800 Service Term - Basic Local Area		UEP95	UEPYZ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area		UEP95	UEPY9	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP95	UEPY2	1.15	21.29	15.49	2.85	2.67							
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)		UEP95	UEPOA	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP95	UEPOB	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex with Caller ID) 1		UEP95	UEPOH	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2.3		UEP95	UEPQM	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2.3		UEP95	UEPOZ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP95	UEPO9	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP95	UEPO2	1.15	21.29	15.49	2.85	2.67							
	Local Switching															
	Centrex Intercom Functionality, per port		UEP95	URECS	0.8873											
	Local Number Portability															
	Local Number Portability (1 per port)		UEP95	LNPCC	0.35											
	Features															
	All Standard Features Offered, per port		UEP95	UEPVF	0.00											
	All Select Features Offered, per port		UEP95	UEPVS	405.66											
	All Centrex Control Features Offered, per port		UEP95	UEPVC	0.00											
	NARS															
	Unbundled Network Access Register - Combination		UEP95	UARCX	0.00	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Initial		UEP95	UARKX	0.00	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Outdial		UEP95	UAROXX	0.00	0.00	0.00	0.00	0.00							
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each		UEP95	CEND6	10.51	92.18	15.82	52.16	5.30							
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each		UEP95	M1HD1	74.77	164.86	77.74	60.69	3.86							
	DS0 Channels Activated, each		UEP95	M1HDO	0.00	15.09										
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination		UEP95	M1GBC	29.11											
	Interoffice Channel Mileage, per mile or fraction of mile		UEP95	M1GBM	0.01											
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP95	1PQWS	0.62											
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot		UEP95	1PQW6	0.62											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP95	1PQW7	0.62											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center		UEP95	1PQWP	0.62											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP95	1PQWV	0.62											

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit A	
						Nonrecurring	Addl	Nonrecurring	Disconnect			SOMAN	SOMAN	SOMAN	SOMAN
						First	Addl	First	Addl						
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot		UEP95	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP95	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port		UEP95	USAC2		0.102	0.102								
	Conversion of Existing Centrex Common Block, each		UEP95	USACN		18.95	8.32								
	New Centrex Standard Common Block		UEP95	M1ACG	0.00	669.80	78.32								
	New Centrex Customized Common Block		UEP95	M1AGC	0.00	669.80	78.32								
	NAR Establishment Charge, Per Occasion		UEP95	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)														
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise		UEP95	URETL		8.33	0.83								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise		UEP95	URETN		11.21	1.10								
	UNE-P CENTREX - DMST100 (Valid in All States)														
	2-Wire VG Loop/2-Wire Voice Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2-Wire VG 1 Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D	10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		2	UEP9D	15.52										
	2-Wire VG 1 Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		3	UEP9D	31.74										
	UNE Port/Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D	13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		2	UEP9D	18.60										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		3	UEP9D	34.37										
	UNE Loop Rate														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	14.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	30.89										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	12.67										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	17.45										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	33.22										
	UNE Port Rate														
	ALL STATES														
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP9D	UEPVA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination) Basic Local Area		UEP9D	UEPVB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-PSEF) Basic Local Area		UEP9D	UEPVC	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5009) Basic Local Area		UEP9D	UEPVD	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5209) Basic Local Area		UEP9D	UEPVE	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5112) Basic Local Area		UEP9D	UEPVF	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5312) Basic Local Area		UEP9D	UEPVG	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5009) Basic Local Area		UEP9D	UEPYT	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPVU	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5216) Basic Local Area		UEP9D	UEPVV	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex / EBS-M5316) Basic Local Area		UEP9D	UEPV3	1.15	21.29	15.49	2.85	2.67						

UNBUNDLED NETWORK ELEMENTS - Kentucky

CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						Nonrecurring	Add'l	Nonrecurring	Disconnect							
						First	Add'l	First	Add'l							
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area		UEP9D	UEPYH	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wing Lamp Indication)4, Basic Local Area		UEP9D	UEPYW	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/Msg Wing Lamp Indication)4, Basic Local Area		UEP9D	UEPYU	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2.3-Basic Local Area		UEP9D	UEPYM	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-PSET)2,3,4 Basic Local Area		UEP9D	UEPYO	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5009)2,3,4 Basic Local Area		UEP9D	UEPYP	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-5209)2,3,4 Basic Local Area		UEP9D	UEPYQ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5112)2,3,4 Basic Local Area		UEP9D	UEPYR	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5312)2,3,4 Basic Local Area		UEP9D	UEPYS	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5316)2,3,4 Basic Local Area		UEP9D	UEPY4	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5208)2,3,4 Basic Local Area		UEP9D	UEPY5	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5216)2,3,4 Basic Local Area		UEP9D	UEPY6	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5316)2,3,4 Basic Local Area		UEP9D	UEPY7	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5316)2,3,4 Basic Local Area		UEP9D	UEPY8	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP9D	UEPY2	1.15	21.29	15.49	2.85	2.67							
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)		UEP9D	UEPOA	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP9D	UEPOB	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-PSET)4		UEP9D	UEPOC	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5009)4		UEP9D	UEPOD	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5209)4		UEP9D	UEPOE	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5112)4		UEP9D	UEPOF	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4		UEP9D	UEPOG	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5009)4		UEP9D	UEPOH	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4		UEP9D	UEPOI	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4		UEP9D	UEPOJ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4		UEP9D	UEPOK	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex with Caller ID) Indication)4		UEP9D	UEPOL	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/Msg Wing Lamp Indication)4		UEP9D	UEPOL	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2.3		UEP9D	UEPOL	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-PSET)2,3,4		UEP9D	UEPOO	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5009)2,3,4		UEP9D	UEPOP	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-5209)2,3,4		UEP9D	UEPOQ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5112)2,3,4		UEP9D	UEPOR	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC/EBS-M5312)2,3,4		UEP9D	UEPOS	1.15	21.29	15.49	2.85	2.67							

UNBUNDLED NETWORK ELEMENTS - Kentucky																
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						First	Nonrecurring	Add'l	Nonrecurring							
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4		UEP9D	UEPQ4	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5209)2,3,4		UEP9D	UEPQ5	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4		UEP9D	UEPQ6	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4		UEP9D	UEPQ7	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3		UEP9D	UEPQZ	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP9D	UEPQ9	1.15	21.29	15.49	2.85	2.67							
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP9D	UEPQ2	1.15	21.29	15.49	2.85	2.67							
	Local Switching															
	Centrex Intercom Functionality, per port		UEP9D	URECS	0.8873											
	Local Number Portability															
	Local Number Portability (1 per port)		UEP9D	LNPCC	0.35											
	Features															
	All Standard Features Offered, per port		UEP9D	UEP9F	0.00											
	All Select Features Offered, per port		UEP9D	UEP9S	0.00	405.65										
	All Centrex Control Features Offered, per port		UEP9D	UEP9C	0.00											
	NARS															
	Unbundled Network Access Register - Combination		UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Inward		UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Outdial		UEP9D	UAROX	0.00	0.00	0.00	0.00	0.00							
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each		UEP9D	CEND6	10.51	92.18	15.82	52.16	5.30							
	4-Wire Digital (1,544 Megabits)															
	DST Circuit Terminations, each		UEP9D	MHD1	74.77	164.85	77.74	60.69	3.86							
	DSO Channels Activated per Channel		UEP9D	MHDO	0.00	15.09										
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Mileage, per mile or fraction of mile		UEP9D	IMGBC	29.11											
	Interoffice Channel Facilities Termination		UEP9D	IMGBM	0.01											
	Feature Activations (DSO) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D4 Channel Bank Centrex Loop Slot		UEP9D	1PQWS	0.62											
	Feature Activation on D4 Channel Bank FX line Side Loop Slot		UEP9D	1PQW6	0.62											
	Feature Activation on D4 Channel Bank FX Trunk Side Loop Slot		UEP9D	1PQW7	0.62											
	Feature Activation on D4 Channel Bank Centrex Loop Slot - Different Wire Center		UEP9D	1PQWP	0.62											
	Feature Activation on D4 Channel Bank Private Line Loop Slot		UEP9D	1PQWV	0.62											
	Feature Activation on D4 Channel Bank Tie Line/Trunk Loop Slot		UEP9D	1PQWQ	0.62											
	Feature Activation on D4 Channel Bank WATS Loop Slot		UEP9D	1PQWA	0.62											
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-is with allowed changes, per port		UEP9D	USAC2	0.102	0.102										
	Conversion of existing Centrex Common Block, each		UEP9D	USACN	18.95	8.32										
	New Centrex Standard Common Block		UEP9D	MIACS	669.80	78.32		111.05	13.27							
	New Centrex Customized Common Block		UEP9D	MIACC	669.80	78.32		111.05	13.27							
	NAR Establishment Charge, Per Occasion		UEP9D	URECA	72.75											
	Additional Non-Recurring Charges (NRC)															
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise		UEP9D	URETL	8.33	0.83										
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise		UEP9D	URETN	11.21	1.10										
	UNE-P CENTREX - EWSO (Valid in AL, FL, KY, LA, MS & TN)															

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						Nonrecurring	Add'l	Nonrecurring	Disconnect			SOME C	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l			Change - Manual Order vs. Electronic- 1st	Change - Manual Order vs. Electronic- Add'l	Change - Manual Order vs. Electronic- Disc 1st	Change - Manual Order vs. Electronic- Disc Add'l
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo	UNE Port/Loop Combination Rates (Non-Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design	1	UEP9E		10.79										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design	2	UEP9E		15.52										
UNE Port/Loop Combination Rates (Design)	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design	3	UEP9E		31.74										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design	1	UEP9E		13.82										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design	2	UEP9E		18.60										
UNE Loop Rate	2-Wire Voice Grade Loop (SL 1) - Zone 1	3	UEP9E		34.37										
	2-Wire Voice Grade Loop (SL 1) - Zone 2	1	UEP9E	UECS1	9.64										
	2-Wire Voice Grade Loop (SL 1) - Zone 3	2	UEP9E	UECS1	14.37										
AL, FL, KY, LA, MS, & TN only	2-Wire Voice Grade Port (Centrex) Basic Local Area	3	UEP9E												
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area	2	UEP9E	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area	1	UEP9E	UEPYH	1.15	21.29	15.49	2.85	2.67						
AL, KY, LA, MS, & TN Only	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2.3 Basic Local Area	3	UEP9E	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)1 Service Term - Basic Local Area	2	UEP9E	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area	1	UEP9E	UEPY9	1.15	21.29	15.49	2.85	2.67						
AL, KY, LA, MS, & TN Only	2-Wire Voice Grade Port (Centrex) Basic Local Area	3	UEP9E	UEPY2	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)	2	UEP9E	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)1	1	UEP9E	UEPQB	1.15	21.29	15.49	2.85	2.67						
Local Switching	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2.3	3	UEP9E	UEPQM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2.3 - 800 Service Term	2	UEP9E	UEPQZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent	1	UEP9E	UEPQ9	1.15	21.29	15.49	2.85	2.67						
Local Number Portability	2-Wire Voice Grade Port Terminated on 800 Service Term	3	UEP9E	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Centrex Intercom Functionality, per port	2	UEP9E	URECS	0.8873										
	Local Number Portability (1 per port)	1	UEP9E	LNPPC	0.35										
NARS	All Standard Features Offered, per port		UEP9E	UEPVF	0.00										
	All Select Features Offered, per port		UEP9E	UEPVS	0.00	405.85									
	All Centrex Control Features Offered, per port		UEP9E	UEPVC	0.00										
Miscellaneous Terminations	Unbundled Network Access Register - Combination		UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Initial		UEP9E	UARIX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Ordinal		UEP9E	UAROX	0.00	0.00	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Change - Manual Svc Order vs. Electronic-1st	Attachment 2		Exhibit A	
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC				SOMAN	SOMAN	SOMAN	SOMAN
2-Wire	Trunk Side Terminations, each		UEP9E	CEND6	10.51	92.18	15.82	52.16	5.30								
4-Wire	Digital (1.544 Megabits)		UEP9E	M1HD1	74.77	164.86	77.74	60.69	3.86								
	DST Circuit Terminations, each		UEP9E	M1HDO	0.00	15.09											
	D50 Channel Activated Per Channel		UEP9E	M1GBC	29.11												
	Interface Channel Mileage - 2-Wire		UEP9E	M1GBM	0.01												
	Interface Channel Facilities Termination		UEP9E														
	Interface Channel mileage, per mile or fraction of mile		UEP9E														
	Feature Activations (DSO) Centrex Loops on Channelized DST Service		UEP9E														
	Feature Activations (DSO) Centrex Loops on Channelized DST Service		UEP9E														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP9E	1PQWS	0.62												
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot		UEP9E	1PQW6	0.62												
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP9E	1PQW7	0.62												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center		UEP9E	1PQWP	0.62												
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP9E	1PQWV	0.62												
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot		UEP9E	1PQWQ	0.62												
	Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP9E	1PQWA	0.62												
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex		UEP9E														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port		UEP9E	USAC2	0.102	0.102											
	Conversion of Existing Centrex Common Block, each		UEP9E	USACN	18.95	8.32											
	New Centrex Standard Common Block		UEP9E	M1ACS	669.80	78.32											
	New Centrex Customized Common Block		UEP9E	M1ACC	669.80	78.32											
	NRA Establishment Charge, Per Occasion		UEP9E	URECA	0.00	72.75											
	Additional Non-Recurring Charges (NRC)		UEP9E														
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise		UEP9E	URETL	8.33	0.83											
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise		UEP9E	URETN	11.21	1.10											
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo		UEP93														
	UNE Port/Loop Combination Rates (Non-Design)		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		UEP93														
	UNE Port/Loop Combination Rates (Design)		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		UEP93														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		UEP93														
	UNE Loop Rate		UEP93														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		UEP93	UECS1	9.64												
	2-Wire Voice Grade Loop (SL 1) - Zone 2		UEP93	UECS1	14.37												
	2-Wire Voice Grade Loop (SL 1) - Zone 3		UEP93	UECS1	30.99												
	2-Wire Voice Grade Loop (SL 2) - Zone 1		UEP93	UECS2	12.67												
	2-Wire Voice Grade Loop (SL 2) - Zone 2		UEP93	UECS2	17.45												
	2-Wire Voice Grade Loop (SL 2) - Zone 3		UEP93	UECS2	33.22												
	UNE Port Rate		UEP93														
	AL, KY, LA, MS, & TN only		UEP93	UEPVA	1.15	21.29	15.49	2.85	2.67								
	2-Wire Voice Grade Port (Centrex) Basic Local Area		UEP93														

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit: A	
						Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			SOMEc	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area		UEP93	UEPYB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area		UEP93	UEPYH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area		UEP93	UEPYM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area		UEP93	UEPYZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent-Basic Local Area		UEP93	UEPY9	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP93	UEPY2	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex 800 termination)		UEP93	UEPQA	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex with Caller ID)		UEP93	UEPQB	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3		UEP93	UEPQH	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term		UEP93	UEPQM	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP93	UEPQZ	1.15	21.29	15.49	2.85	2.67						
	2-Wire Voice Grade Port Terminated on 800 Service Term		UEP93	UEPQ9	1.15	21.29	15.49	2.85	2.67						
	Local Switching		UEP93	UEPQ2	1.15	21.29	15.49	2.85	2.67						
	Centrex Intercom Functionality, per port		UEP93	URECS	0.8873										
	Local Number Portability		UEP93	LNPC	0.35										
	Local Number Portability (1 per port)		UEP93	LNPC	0.35										
	Features		UEP93	UEPVC	0.00										
	All Standard Features Offered, per port		UEP93	UEPVC	0.00										
	All Centrex Control Features Offered, per port		UEP93	UEPVC	0.00										
	NAAS		UEP93	UEPVC	0.00										
	Unbundled Network Access Register - Combination		UEP93	UARCX	0.00	0.09	0.00	0.00	0.00						
	Unbundled Network Access Register - Initial		UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial		UEP93	UAROX	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations		UEP93	CEND6	10.51	92.18	15.82	52.16	5.30						
	2-Wire Trunk Side		UEP93	CEND6	10.51	92.18	15.82	52.16	5.30						
	Trunk Side Terminations, each		UEP93	CEND6	10.51	92.18	15.82	52.16	5.30						
	4-Wire Digital (1.544 Megabits)		UEP93	MTHD1	74.77	164.86	77.74	60.69	3.86						
	DS1 Circuit Terminations, each		UEP93	MTHD1	74.77	164.86	77.74	60.69	3.86						
	DS0 Channels Activated, Per Channel		UEP93	MTHD0	0.00	15.09									
	Interoffice Channel Mileage - 2-Wire		UEP93	MTGBC	28.11										
	Interoffice Channel Facilities Termination		UEP93	MTGBM	0.01										
	Interoffice Channel mileage, per mile or fraction of mile		UEP93	MTGBM	0.01										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service		UEP93												
	D4 Channel Bank Feature Activations		UEP93	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP93	1PQWS	0.62										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot		UEP93	1PQW6	0.62										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP93	1PQW7	0.62										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center		UEP93	1PQWP	0.62										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP93	1PQWV	0.62										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot		UEP93	1PQWQ	0.62										
	Feature Activation on D-4 Channel Bank WATS Loop Slot		UEP93	1PQWA	0.62										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex		UEP93	USAC2	0.102										
	NRC Conversion Currently Combined Switch-As-is with allowed changes, per port		UEP93	USACN	18.95	0.102	0.102	8.32							
	NRC Conversion of Existing Centrex Common Block, each		UEP93	USACN	18.95	0.102	0.102	8.32							
	New Centrex Standard Common Block		UEP93	MFACS	669.80	78.32	111.05	13.27							

UNBUNDLED NETWORK ELEMENTS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: A	
						First	Addl	First	Addl			SOMEC	SOMAN	SOMAN	SOMAN
												OSS Rates (\$)			
	New Centrex Customized Common Block		UEP93	M1ACC	0.00	669.80	78.32	111.05	13.27						
	NAE Establishment Charge, Per Occasion		UEP93	URECA	0.00	72.75									
	Additional Non-Recurring Charges (NRC)														
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise		UEP93	URETL		8.33	0.93								
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise		UEP93	URETN		11.21	1.10								
	Note 1 - Required Port for Centrex Control in TAESS, SESS & EWSID														
	Note 2 - Requires Interoffice Channel Mileage														
	Note 3 - Installation is combination of installation charge for SL2 Loop and Port														
	Note 4 - Requires Specific Customer Premises Equipment														
	Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.														

Attachment 3
Network Interconnection

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Rates

Basic Architecture

One Way Architecture

Two Way Architecture

Supergroup Architecture

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

NETWORK INTERCONNECTION

1. GENERAL

1.1.1 [Parties Disagree]

[Level 3 Version] The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), Enhanced Applications Traffic, ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

[BellSouth Version] The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).

2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).

2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).

2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network

2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.8 **Final Trunk Group** is defined as the trunk group that does not carry overflow traffic.
- 2.1.9 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Level 3.
- 2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center, where the IP is not located within the IP's Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **BellSouth Trunk Group (also known as a "Reciprocal Trunk Group")** is defined as a one-way trunk group carrying BellSouth originated traffic to be terminated by Level 3.
- 2.1.14 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.15 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.16 **Transit Traffic** is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by one Party and delivered to the other Party's network.
- 2.1.17 **[Parties Disagree]**
- [Level 3 Version]** **Interconnecting Trunk Groups** are Local Channels, Dedicated Interoffice Facilities, BellSouth Trunk Groups, Final Trunk Groups, Direct End Office-to End Office Trunk Groups, and Fiber Meets and the trunks provisioned on these facilities and in these groups.
- [BellSouth Version]** No provision

2.1.18 [Parties Disagree]

[Level 3 Version] **Rate Center** is the geographic service associated by BellSouth with a specific rating point assigned to one or more NPA-NXX codes.

[BellSouth Version] No provision

2.1.19 [Parties Disagree]

[Level 3 Version] **Enhanced Applications Traffic** is any telecommunications or enhanced services traffic that is not Telephone Toll Traffic or Exchange Access Traffic. **Enhanced Applications Traffic** is subject to the FCC's jurisdiction for purposes of intercarrier compensation.

[BellSouth Version] No provision

3. NETWORK INTERCONNECTION

3.1 This Attachment pertains only to the provision of network interconnection where Level 3 owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.

3.2.1 [Parties Disagree]

[Level 3 Version] Except as provided in Section 3.2.2 following, Level 3 shall be required to establish only one IP in each LATA. Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, **Enhanced Applications Traffic**, ISP-bound Traffic and IntraLATA Toll Traffic. Except as set forth in the preceding sentence with respect to terminating compensation applicable (if any), each Party is fully financially responsible from a financial perspective for the network on its side of the IP, including the responsibility to transport its originating traffic to the IP.

[BellSouth Version] Except as provided in Section 3.2.2 following, Level 3 shall be required to establish only one IP in each LATA. Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Except as set forth in the preceding sentence with respect to terminating compensation applicable (if any), each Party is fully financially responsible from a financial perspective for the network on its side of the IP, including the responsibility to transport its originating traffic to the IP.

3.2.2

[Parties Disagree]

[Level 3 Version] Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Furthermore, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic, **Enhanced Applications Traffic**, and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of the single IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP (and no more than one IP) in the LATA for the delivery of its originated Local Traffic, **Enhanced Applications Traffic**, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

[BellSouth Version] Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Furthermore, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of the single IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP (and no more than one IP) in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.3 **Interconnection via Dedicated Facilities**

3.3.1

[Parties Disagree]

[Level 3 Version] Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party to transport the originating Party's traffic. The percentage of Local Channel facilities utilized for Local Traffic, **Enhanced Applications Traffic**, and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for the originating Party's Local Traffic, **Enhanced Applications Traffic**, and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates, as filed and effective with the FCC or Commission.

[BellSouth Version] Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party to transport the originating Party's traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for the originating Party's Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates, as filed and effective with the FCC or Commission.

3.3.2

[Parties Disagree]

[Level 3 Version] Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party to transport the originating Party's originating traffic. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic, **Enhanced Applications Traffic**, and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for the originating Party's Local Traffic, **Enhanced Applications Traffic**, and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates.

[BellSouth Version] Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party to transport the originating Party's originating traffic. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for the originating Party's Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities used for the originating Party's traffic shall be billed at each Party's applicable access tariff rates.

3.3.3

[Parties Disagree]

[Level 3 Version] The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges applicable to the ordering Party (e.g expedite, cancellation, and order modification charges) are as set forth in the TELRIC cost-based rates in Exhibit A attached to this petition.).

[BellSouth Version] The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process. The terms, conditions and rates for ordering charges applicable to the ordering party (e.g., expedite, cancellation, and order modification charges) are as set forth in the providing party's access services tariff as filed and effective with the FCC or Commission.

3.4

Fiber Meet

3.4.1

[Parties Disagree]

[Level 3 Version] Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Level 3 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Level 3 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing **of Enhanced Applications Traffic**, Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

[BellSouth Version] Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Level 3 elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Level 3 and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which

they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Level 3's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Level 3 Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.4 Upon verbal request by Level 3, BellSouth shall allow Level 3 access to the fusion splice point for the Fiber Meet point for maintenance purposes on Level 3's side of the Fiber Meet point.

3.4.5 **[Parties Disagree]**

[Level 3 Version] Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for **Enhanced Applications Traffic**, Local Traffic and ISP-Bound Traffic. All other appropriate charges will apply. Level 3 shall be billed for a mixed use of the Local Channel using the actual traffic Level 3 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

[BellSouth Version] Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. All other appropriate charges will apply. Level 3 shall be billed for a mixed use of the Local Channel using the actual traffic Level 3 elects to transmit over the facility and the rates from this Agreement and the appropriate tariff(s). Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

3.4.6 **[Parties Disagree]**

[Level 3 Version] The Parties agree that all Enhanced Applications Traffic, ISP-Bound Traffic, and Local Traffic will be routed over the Interconnection Trunk Groups established pursuant to this Agreement and over Common Transport used to deliver an originating Party's traffic to the IP. A party providing Interconnecting Trunk Groups is financially responsible for that portion of Interconnecting Trunk Groups used to deliver its originating **Enhanced Applications Traffic**, ISP-Bound Traffic, and Local Traffic to the IP.

[BellSouth Version] No provision.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

4.1 BellSouth and Level 3 shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.

4.2 **[Parties Disagree]**

4.3 **[Level 3 Version]** Subject to its need to only establish one IP in the LATA and the financial responsibility with respect to that IP as set forth in Section 3 preceding, Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to deliver **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Level 3 has established interconnection trunk groups, Level 3 shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems, subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding.

[BellSouth Version] Subject to its need to only establish one IP in the LATA and the financial responsibility with respect to that IP as set forth in Section 3 preceding, Level 3 shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Level 3 desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Level 3 has established interconnection trunk groups, Level 3 shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access

tandems, subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding.

4.4

[Parties Disagree]

[Level 3 Version] Notwithstanding the forgoing, **subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding**, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Level 3 shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

[BellSouth Version] Notwithstanding the forgoing, Level 3 shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Level 3 has homed (i.e. assigned) its NPA/NXXs. Level 3 shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Level 3 shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.5

Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.

4.6

Level 3 interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, or (2) requires special BellSouth switch translations and other network modifications will require Level 3 to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11 of this Agreement.

4.7

Subject to the IP requirements and financial responsibility for IPs as set forth in Section 3 preceding, recurring and nonrecurring rates associated with interconnecting trunk groups for that carry an originating party's traffic on the terminating party's network between BellSouth and Level 3 are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate party's tariff for switched access services as filed and effective with the FCC or Commission.

4.8

[Parties Disagree]

[Level 3 Version] Level 3 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

[BellSouth Version] For two-way trunk groups that carry only both Parties' Local Traffic and ISP-Bound Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Level 3 shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

- 4.9 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.10 In cases where Level 3 is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.11 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Level 3's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.12 **[Parties Disagree]**
- [Level 3 Version] Interconnection Trunk Groups for Exchange of Enhanced Applications Traffic, Local Traffic and ISP-Bound Traffic and Transit Traffic**
- [BellSouth Version] Interconnection Trunk Groups for Exchange of Local Traffic and ISP-Bound Traffic and Transit Traffic**
- 4.13 **[Parties Disagree]**
- [Level 3 Version]** Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange **Enhanced Applications Traffic**, Local Traffic and ISP-Bound Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' **Enhanced**

Applications Traffic, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of **Enhanced Applications Traffic, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic** between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated **Enhanced Applications Traffic, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic** to the other Party, provided that in no event shall Level 3 be required to terminate BellSouth traffic through more than one IP in a LATA.

[BellSouth Version] Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic and ISP-Bound Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. Level 3 shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing, pursuant to the terms of this Attachment, additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party, provided that in no event shall Level 3 be required to terminate BellSouth traffic through more than one IP in a LATA.

4.13.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures

4.13.1.1 **Basic Architecture**

[Parties Disagree]

[Level 3 Version] In the basic architecture, Level 3's originating **Enhanced Applications Traffic, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic** and originating and terminating Transit Traffic is transported on a single

two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

[BellSouth Version] In the basic architecture, Level 3's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Level 3 and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.13.1.2 **One-Way Trunk Group Architecture**

[Parties Disagree]

[Level 3 Version] In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Level 3-originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Level 3 End-Users. A two-way trunk group provides

Intratandem Access for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

[BellSouth Version] In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for Level 3 End-Users. A two-way trunk group provides Intratandem Access for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Level 3. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.13.1.3 Two-Way Trunk Group Architecture

[Parties Disagree]

[Level 3 Version] The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Level 3 and BellSouth. In addition, a separate two-way transit trunk group must be established for Level 3's originating and terminating Transit

Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way **Enhanced Applications Traffic, Local Traffic** trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

[BellSouth Version] The two-way trunk group Architecture establishes one two-way trunk group to provide IntraTandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between Level 3 and BellSouth. In addition, a separate two-way transit trunk group must be established for Level 3's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.13.1.4 **Supergroup Architecture**

[Parties Disagree]

[Level 3 Version] In the supergroup architecture, the Parties' **Enhanced Applications Traffic, Local Traffic, ISP-bound Traffic and IntraLATA Toll**

Traffic and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth to provide IntraTandem Access to Level 3. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

[BellSouth Version] In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and Level 3's Transit Traffic are exchanged on a single two-way trunk group between Level 3 and BellSouth to provide IntraTandem Access to Level 3. This trunk group carries Transit Traffic between Level 3 and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Level 3 desires to exchange traffic. This trunk group also carries Level 3 originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Level 3. However, where Level 3 is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.13.1.5 **Multiple Tandem Access Interconnection**

4.13.1.5.1 **[Parties Disagree]**

[Level 3 Version] Where Level 3 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Level 3 may utilize BellSouth's multiple tandem access interconnection (MTA) for **Enhanced Applications**

Traffic, Local Traffic and ISP-bound Traffic traffic originated from Level 3. To utilize MTA Level 3 must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Level 3's originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Level 3 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are homed as described in Section 4.3 above. If Level 3 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Level 3's **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

[BellSouth Version] Where Level 3 does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Level 3 may utilize BellSouth's multiple tandem access interconnection (MTA) for , Local Traffic and ISP-bound Traffic traffic originated from Level 3. To utilize MTA Level 3 must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Level 3's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Level 3 must also establish an interconnection trunk group(s) at all BellSouth access tandems where Level 3 NXXs are homed as described in Section 4.3 above. If Level 3 does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Level 3 can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Level 3's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Level 3 does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 4.13.1.5.2 Level 3 may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Level 3 will be delivered to and from IXCs based on Level 3's NXX access tandem homing arrangement as specified by Level 3 in the LERG.
- 4.13.1.5.3 Level 3 shall compensate BellSouth for MTA used to switch and transport Level 3's originating traffic at the applicable tandem switching and transport charges

specified in Exhibit A to this Attachment. These charges shall be billed in addition to any Call Transport and Termination charges. BellSouth shall not charge for MTA used to switch and transport BellSouth's originating traffic.

- 4.13.1.5.4 To the extent Level 3 does not purchase MTA in a LATA served by multiple access tandems, Level 3 must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Level 3 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Level 3 shall pay BellSouth the associated MTA charges, but only with respect to Level 3 originated traffic.

4.13.2 **Local Tandem Interconnection**

4.13.2.1.1 **[Parties Disagree]**

[Level 3 Version] Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

[BellSouth Version] Local Tandem Interconnection arrangement allows Level 3 to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Level 3-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.13.2.1.2 **[Parties Disagree]**

[Level 3 Version] When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where

Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3's codes. Likewise, Level 3 shall obtain its routing information from the LERG.

[BellSouth Version] When a specified local calling area is served by more than one BellSouth local tandem, Level 3 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Level 3 may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Level 3 may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Level 3 does not choose to establish an interconnection trunk group(s). It is Level 3's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Level 3's codes. Likewise, Level 3 shall obtain its routing information from the LERG.

4.13.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Level 3 must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Level 3 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.13.2.3 BellSouth's provisioning of Local Tandem Interconnection assumes that Level 3 has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems to the extent required by the Act.

4.13.3 **Direct End Office-to-End Office Interconnection**

4.13.3.1.1 **[Parties Disagree]**

[Level 3 Version] Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating **Enhanced Applications Traffic**, Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

[BellSouth Version] Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.13.3.2 The Parties shall utilize direct end office-to-end office trunk groups subject to the requirements with respect to establishment of and responsibility for IPs as set forth herein, under any one of the following conditions:

4.13.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Level 3 and BellSouth.

4.13.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Level 3's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three consecutive months, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.13.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.13.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Level 3 to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.13.4.1 **Toll Free Traffic**

4.13.4.1.1 If Level 3 chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Level 3 originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.13.4.1.2 [Parties Disagree]

[Level 3 Version] Level 3 may choose to perform its own Toll Free database queries from its switch. In such cases, Level 3 will determine the nature

(local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a local or intraLATA Toll Free call **between the Parties, the originating Party** will route the post-query local or IntraLATA converted ten-digit local number to **the other Party** over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, **and the call is originating from Level 3**, Level 3 will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Level 3 shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Level 3 will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Level 3's network but that are connected to BellSouth's access tandem.

[BellSouth Version] Level 3 may choose to perform its own Toll Free database queries from its switch. In such cases, Level 3 will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Level 3 will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Level 3 will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Level 3 shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Level 3 will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Level 3's network but that are connected to BellSouth's access tandem.

4.13.5 All post-query Toll Free calls for which Level 3 performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 **[Parties disagree]**

[Level 3 Version] 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 Telcordia Standard No. TR-NWT-00499. Where Level 3 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Level 3 switch and the BellSouth Signaling Transfer Point (STP); **provided, however, there shall be no recurring charges for signal messaging in connection with traffic exchanged under this Agreement, and each Party shall only be responsible to compensate the other for the physical links it may order from the other Party necessary to establish interconnection between the parties' respective signaling networks, whether such interconnection is achieved directly or through a third-party.** BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability 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 provide calling number ID (Calling Party Number) when technically feasible.

[BellSouth Version] 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 Telcordia Standard No. TR-NWT-00499. Where Level 3 chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Level 3 switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability 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 provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be nondiscriminatory in nature in accordance with applicable federal and state law, and will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network

management controls (e.g., call gapping) to alleviate or prevent network congestion.

- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 [Parties Disagree]

[Level 3 Version] Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for **Enhanced Applications Traffic**, Local Traffic and ISP-Bound Traffic . Additionally, BellSouth and Level 3 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

[BellSouth Version] Signaling Call Information. BellSouth and Level 3 will send and receive 10 digits for Local Traffic and ISP- Bound Traffic . Additionally, BellSouth and Level 3 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

- 5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 Within six (6) months after execution of this Agreement, Level 3 shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Level 3's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.8 [Parties Disagree]

[Level 3 Version] At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks (Level 3 Trunks),

BellSouth-to-Level 3 one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' **Enhanced Applications Traffic**, Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

[BellSouth Version] At a minimum, the forecast shall include the projected quantity of Transit Trunks, Level 3-to-BellSouth one-way trunks (Level 3 Trunks), BellSouth-to-Level 3 one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.

5.8.1.1 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Level 3 location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

5.8.2 Once initial interconnection trunk forecasts have been developed, Level 3 shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Level 3 shall use commercially reasonable efforts to make the forecasts as accurate as possible based on reasonable engineering criteria and prior operating history between the companies, where applicable. The Parties shall continue to develop BellSouth Trunk Group and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.8.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.9 **Trunk Utilization**

5.9.1 For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Level 3 shall monitor traffic on each

interconnection BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.1.1 following, BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.

- 5.9.1.1 BellSouth's CISC will notify Level 3 of any under-utilized Reciprocal Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement.
- 5.9.2 For the two-way trunk groups, BellSouth and Level 3 shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. Pursuant to the process set forth in Section 5.8.3.1 following, BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Level 3 shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 5.9.2.1 BellSouth's LISC will notify Level 3 of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Level 3 interface. Level 3 will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should

include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Level 3 expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will discuss the information with Level 3 to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, the Parties will utilize the Dispute Resolution process set forth in this Agreement

- 5.8.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of greater than eighty percent (80%), unless otherwise mutually agreed, the Parties shall augment the trunk groups as soon as commercially reasonable in order to bring the utilization to eighty percent (80%).

6. **LOCAL DIALING PARITY**

- 6.1 BellSouth and Level 3 shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. **INTERCONNECTION COMPENSATION**

- 7.1 **[Parties Disagree]**

[Level 3 Version] Compensation for Call Transportation and Termination for Enhanced Applications Traffic, Local Traffic, ISP-bound Traffic

[BellSouth Version] Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic

- 7.1.1 **[Parties Disagree]**

[Level 3 Version] For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any call that is originated in one LATA and terminated within the same LATA.

[BellSouth Version] For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 **[Parties Disagree]**

[Level 3 Version] ISP-Bound Traffic means traffic that originates within a Party's network which is delivered to the Parties' IP with a called party telephone number assigned to a rating point within the local calling area of the originating rate center and terminates to an Internet Service Provider. The originating and terminating rate centers are determined exclusively by the rating points assigned to the calling and called numbers exclusively.

7.2 **[BellSouth Version]** ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction

7.2.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Level 3 agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or Level 3 that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Level 3 further agree to the rebuttable presumption that all combined Local and ISP-bound Traffic delivered to BellSouth or Level 3 that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission in an appropriate proceeding.

7.2.2 **[Parties Disagree]**

[Level 3 Version] The Parties shall compensate each other for the Call Transport and Termination of **Enhanced Applications Traffic**, Local Traffic and ISP-Bound Traffic at the rate of \$0.0007 per minute of use. Notwithstanding the foregoing, from the period of January 1, 2004 until the effective date of this

Agreement, the Parties agree to compensate each other for the Call Transport and Termination of ISP-Bound Traffic at the rate of \$0.0010 per minute of use.

[BellSouth Version] The Parties shall compensate each other for the Call Transport and Termination of Local Traffic and ISP-bound Traffic at the rate of \$0.0007 subject to the growth caps as set forth in the FCC's ISP Order on Remand and described in Section 7.1.4.2 below.

7.2.2.1

[Parties Disagree]

[Level 3 Version] The Parties recognize that the FCC has opened proceedings to develop a unified regime for intercarrier compensation. The parties also recognize that the FCC has opened proceedings to determine the proper regulatory treatment and classification of Voice over Internet Protocol traffic.

[BellSouth Version] No provision

7.2.2.2

[Parties Disagree]

[Level 3 Version] Pursuant to the ISP Order on Remand, there are no minute of use caps on the amount of ISP-Bound Traffic that is compensable beginning January 1, 2004. m,

[BellSouth Version] For ISP-bound Traffic exchanged during the year 2003 through the expiration of this Agreement, compensation, at the rates set forth in Exhibit A of this Agreement, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to a ten percent growth factor added to, on an annualized basis, the number of ISP bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus an additional ten percent. Any ISP-bound Traffic that exceeds the minute of use growth caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore.

7.2.3

The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.13.1.5 above.

7.2.3.1

[Parties Disagree]

[Level 3 Version] Neither Party shall represent Switched Access Traffic as **Enhanced Applications Traffic**, Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

[BellSouth Version] Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.2.3.2

[Parties Disagree]

[Level 3 Version] The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, inter-carrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 7.1.8 affects the obligations imposed on the Parties to compensate each other for **Enhanced Applications Traffic**, Local Traffic and ISP-bound Traffic as those terms are defined therein.

[BellSouth Version] The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, inter-carrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within 30 days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 7.1.8 affects the obligations imposed on the Parties to compensate each other for Local Traffic and ISP-bound Traffic as those terms are defined therein.

7.3

Jurisdictional Reporting

7.3.1

Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. Each Party shall update its PLU

on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.1.1

[Parties Disagree]

[Level 3 Version] Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing **and Interconnecting Trunk Groups**, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

[BellSouth Version] Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.2

Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. Requirements associated with PIU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September.

7.3.3 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.4 **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 Level 3 shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Each Party shall pay the other the appropriate switched access charges set forth in the applicable Party's intrastate or interstate switched access tariffs, as filed and effective with the FCC or Commission. Each Party will pay the other Party the database query charge as set forth in the applicable Party's intrastate or interstate switched access tariffs as applicable, as filed and effective with the FCC or Commission.

7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing 8XX customers. The records provided will be in a standard EMI format.

7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Level 3 requires interconnection from Level 3 to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Level 3 shall

establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Level 3 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 Mutual Provision of Switched Access Service

7.5.1 [Parties Disagree]

[Level 3 Version] Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors.

[BellSouth Version] Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. **Notwithstanding the provisions set forth in Section 7.1.8, additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating Public Switched Telephone Network points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic and irrespective of transport protocol method used, a call which originates on the Public Switched Telephone Network in one LATA and terminates on the Public Switched Telephone Network in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.**

7.5.2 If the BellSouth End User chooses Level 3 as their presubscribed interexchange carrier, or if the BellSouth End User uses Level 3 as an interexchange carrier on a 101XXXX basis, BellSouth will charge Level 3 the appropriate BellSouth tariff charges for originating switched access services.

7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's FCC or Commission filed and effective Access Services Tariff, as appropriate.

- 7.5.4 When Level 3's end office switch provides an access service connection to or from an interexchange carrier (IXC) by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill 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 Level 3 as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When Level 3's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Level 3, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.6 **Transit Traffic**

7.6.1 BellSouth shall provide tandem switching and transport services for Level 3's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable BellSouth Switched Access tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Level 3 and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic originated by a Wireless Type 1 third party or a third party CLEC utilizing BellSouth switching (including resellers and UNE-P providers) shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment. Traffic between Level 3 and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless Type 2A carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines. Until such time as such meet point billing is established, traffic originated by Wireless Type 2A third parties or a third party CLEC utilizing BellSouth switching shall be treated as BellSouth-originated traffic and BellSouth shall compensate Level 3 for transport and termination of such traffic in accordance with the terms of this Attachment.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Level 3 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Level 3, subject to Section 7.5.1 above. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Level 3-originated Transit Traffic, Level 3 shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

7.6.3

[Parties Disagree]

[Level 3 Version] If and when Level 3 acts as a transit carrier for BellSouth's Transit Traffic, this Section shall apply. Level 3 shall provide tandem switching and transport services for BellSouth's Transit Traffic. Rates for **Enhanced Applications Traffic**, Local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Level 3's Switched Access tariff, as filed and effective with the FCC or Commission. Level 3 agrees to deliver

Transit Traffic to the terminating carrier; provided, however, that BellSouth is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the Level 3 network. Level 3 will not be liable for any compensation to the terminating carrier or to BellSouth, In the event that the terminating third party carrier imposes on Level 3 any charges or costs for the delivery of BellSouth-originated Transit Traffic, BellSouth shall reimburse Level 3 for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

[BellSouth Version] If and when Level 3 acts as a transit carrier for BellSouth's Transit Traffic, this Section shall apply. Level 3 shall provide tandem switching and transport services for BellSouth's Transit Traffic. Rates for Local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Level 3's Switched Access tariff, as filed and effective with the FCC or Commission. Level 3 agrees to deliver Transit Traffic to the terminating carrier; provided, however, that BellSouth is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the Level 3 network. Level 3 will not be liable for any compensation to the terminating carrier or to BellSouth, In the event that the terminating third party carrier imposes on Level 3 any charges or costs for the delivery of BellSouth-originated Transit Traffic, BellSouth shall reimburse Level 3 for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

Exhibit B

Basic Architecture

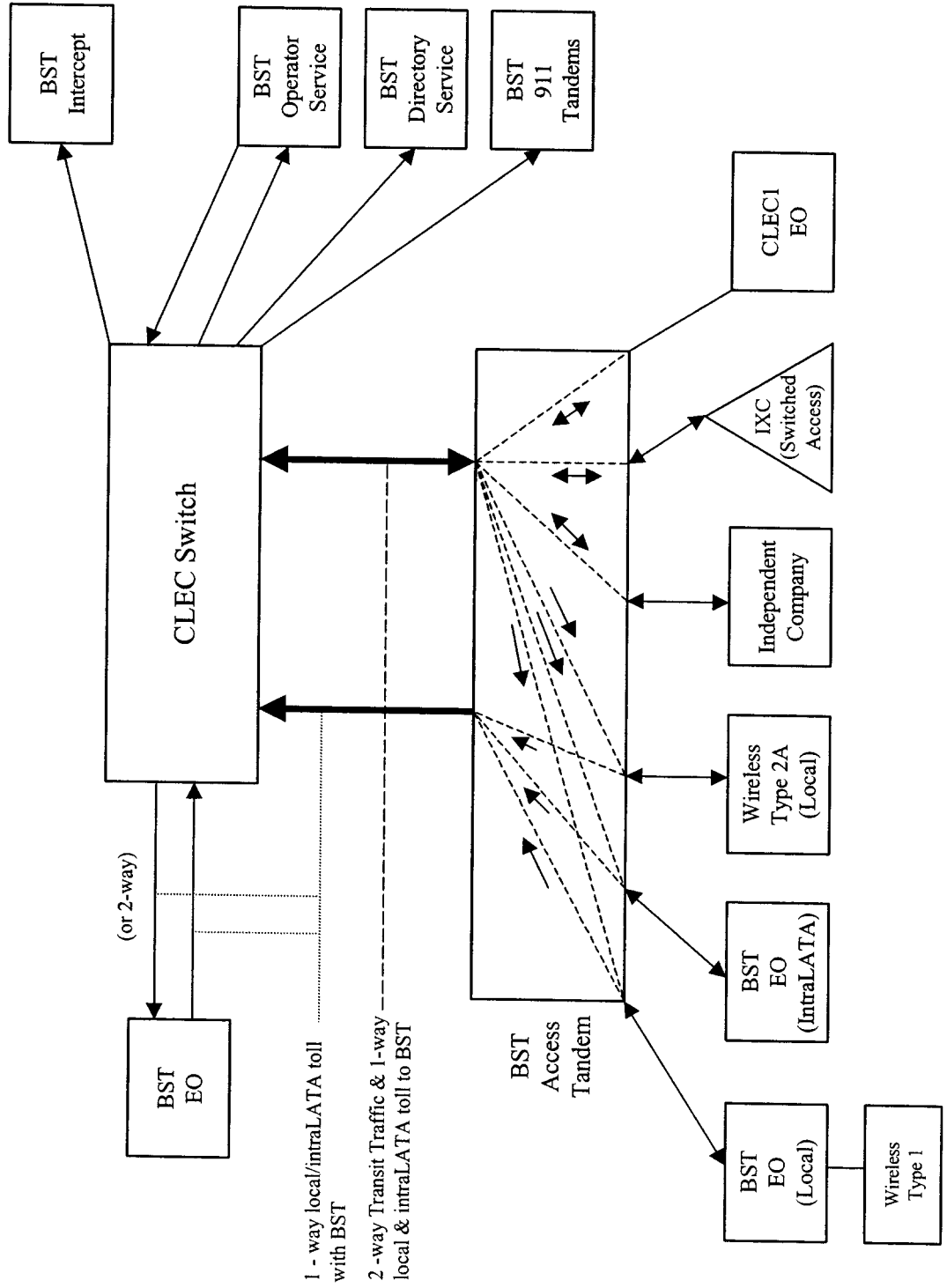


Exhibit C

One-Way Architecture

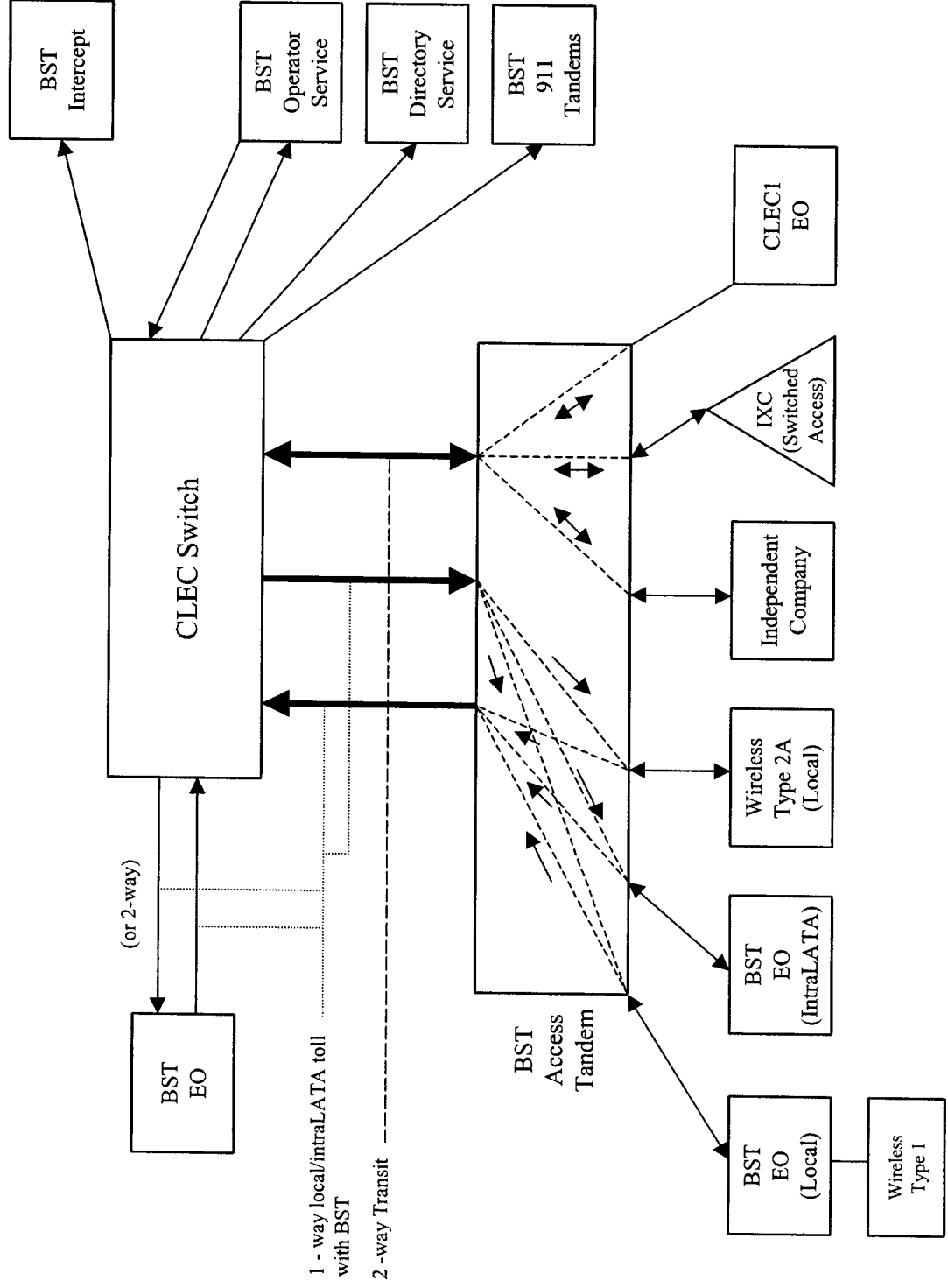


Exhibit D

Two-Way Architecture

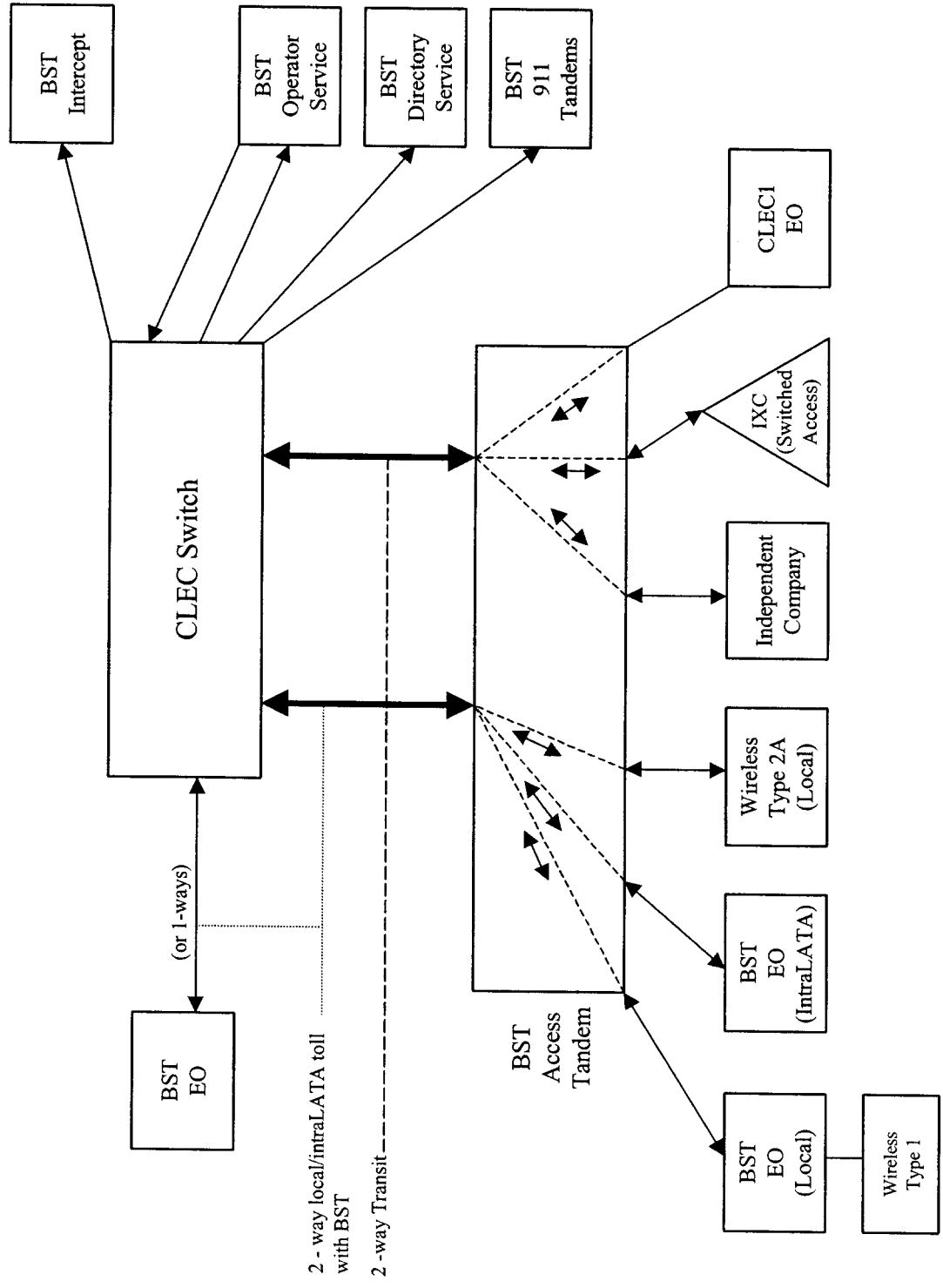
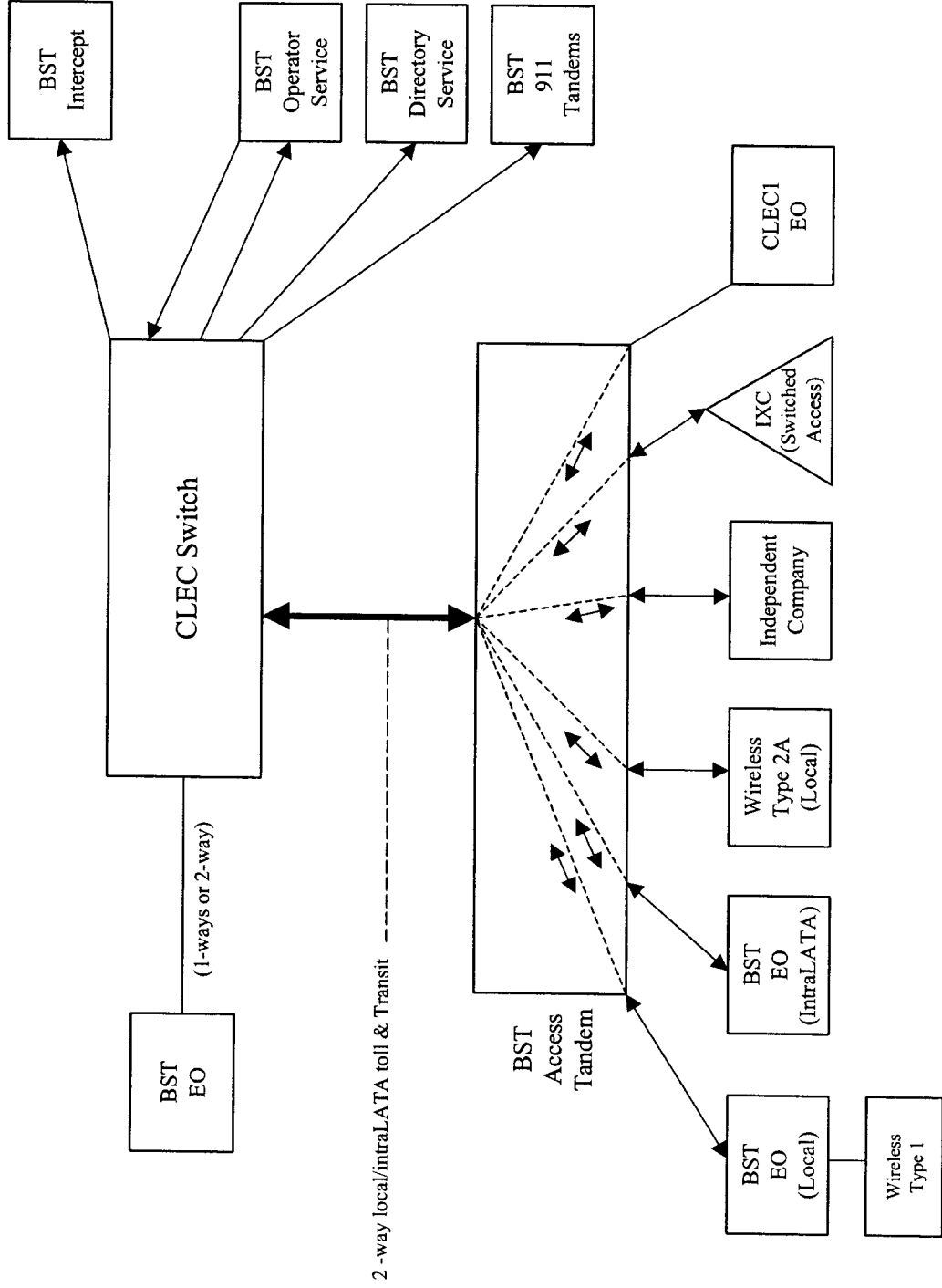


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Kentucky																							
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 3			Exhibit A								
						Nonrecurring	ADD1	Nonrecurring	Disconnect			ADD1	ADD1	ADD1	ADD1	ADD1	ADD1						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																							
NOTE: "hr" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																							
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC AND LOCAL TRAFFIC																							
Single Rate for ISP-Bound Traffic and Local Traffic per MOU																							
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC AND MTA TRAFFIC																							
TANDEM SWITCHING																							
Tandem Switching Function per MOU																							
Multiple Tandem Switching per MOU (applies to retail tandem only)																							
Tandem Intermediary Charge, per MOU*																							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																							
TRUNK CHARGE																							
Installation Trunk Side Service - per DS0																							
Installation Trunk Side Service - per DSU																							
Dedicated End Office Trunk Port Service per DS0**																							
Dedicated End Office Trunk Port Service per DS1**																							
Dedicated Tandem Trunk Port Service per DS0**																							
Dedicated Tandem Trunk Port Service per DS1**																							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																							
COMMON TRANSPORT (Shared)																							
Common Transport - Per Mile, Per MOU																							
Common Transport - Facilities Termination Per MOU																							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																							
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																							
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month																							
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month																							
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month																							
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month																							
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month																							
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month																							
Interoffice Channel - Dedicated Transport - DS1 - Per Mile per month																							
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month																							
Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month																							
Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month																							
LOCAL CHANNEL - DEDICATED TRANSPORT																							
Local Channel - Dedicated - 2-Wire Voice Grade per month																							
Local Channel - Dedicated - 4-Wire Voice Grade per month																							
Local Channel - Dedicated - DS1 per month																							
Local Channel - Dedicated - DS3 Facility Termination per month																							
LOCAL INTERCONNECTION MID-SPAN MEET																							
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																							
Local Channel - Dedicated - DS3 per month																							
Local Channel - Dedicated - DS3 per month																							
MULTI-ELEMENTS																							
Channelization - DS1 to DS0 Channel System																							
DS3 to DS1 Channel System per month																							
DS3 Interface Unit (DS1 COU) per month																							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																							

Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Level 3 is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include, for the purposes of this Attachment, BellSouth Central Offices and Serving Wire Centers and Adjacent Arrangements, as defined in Section 3.4 of this Attachment (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment. Where BellSouth notifies Level 3 that BellSouth's agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon Level 3's request, BellSouth will use commercially reasonable efforts to obtain the third party's consent and to otherwise secure such rights. Upon Level 3's request, BellSouth will provide documentation of BellSouth's commercially reasonable efforts to obtain the third party's consent and to otherwise secure such rights.
- 1.2 Right to Occupy. BellSouth shall offer to Level 3 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Level 3 to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by Level 3 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for the premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by Level 3 may contemplate a request for space sufficient to accommodate Level 3's growth within an eighteen (18) month period.

- 1.3 **Space Allocation.** BellSouth shall attempt to accommodate Level 3's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase Level 3's cost or materially delay Level 3's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Level 3 wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 **Space Reclamation.** In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. Upon request, Level 3 will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5 **Use of Space.** Level 3 shall use the Collocation Space for the purposes of installing, maintaining and operating Level 3's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement.
- 1.6 **Rates and Charges.** Level 3 agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 **Space Availability Report.** Upon request from Level 3 and at Level 3's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the

space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by Level 3.

- 2.1.1 The request from Level 3 for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of the receipt of such a request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) Premises within the same state. The response time for Space Availability Report requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time for two (2) to five (5) Premises within the same state, BellSouth shall notify Level 3 and inform Level 3 of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Level 3 to collocate Level 3's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Level 3 to have direct access to Level 3's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where Level 3's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Level 3 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Level 3's expense, Level 3 will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for

such construction. BellSouth shall cooperate with Level 3 and provide, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Level 3's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Level 3 shall reimburse its BellSouth Certified Supplier or BellSouth, where applicable, the commercially reasonable and demonstrable costs, which include, but are not limited to, copying, printing and administrative costs for producing the documentation in providing such information. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Level 3.

3.2.1 BellSouth may elect to review Level 3's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify Level 3 of its desire to execute this review in BellSouth's response to the Initial Application, if Level 3 has indicated its desire to construct its own enclosure. If Level 3's Initial Application, as defined in Section 6.2 of this Attachment, does not indicate its desire to construct its own enclosure, and Level 3 subsequently decides to construct its own enclosure, then Level 3 will submit an application modification pursuant to Section 6.10.1 of this Attachment, indicating its desire to construct its own enclosure. If BellSouth elects to review Level 3's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the Subsequent Application, as defined in Section 6.3 of this Attachment, firm order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of Level 3's plans and specifications. Regardless of whether or not BellSouth elects to review Level 3's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Level 3's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days, at Level 3's expense, any structure that does not meet Level 3's plans and specifications or BellSouth's Specifications, if applicable.

3.3 Shared Caged Collocation. Level 3 may allow other telecommunications carriers to share Level 3's caged collocation arrangement, pursuant to the terms and conditions

agreed to by Level 3 (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Level 3. BellSouth shall be notified in writing by Level 3 upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any firm orders ("Firm Order(s)"). Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Level 3 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Level 3.

- 3.3.1 Level 3, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Level 3 with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, where Level 3 is the Host, Level 3 shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Level 3 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Level 3's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct and except for claims, action, causes of action, of whatever kind or nature directly arising out of or directly related to the interconnection agreement between BellSouth and the Guest(s) or BellSouth's provision of access to UNEs to the Guest(s) pursuant to the BellSouth and Guest's interconnection agreement directly.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on

Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by Level 3 and must be in conformance with BellSouth's design and construction Specifications. Further, Level 3 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.

- 3.4.1 If Level 3 requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Level 3 must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, Level 3 and Level 3's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Level 3's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Level 3's BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. Level 3 must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Level 3's locked enclosure prior to notifying Level 3 at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 Level 3 must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Level 3's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure Level 3's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from Level 3 for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Level 3's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from Level 3. When a deviation is detected by BellSouth during a review or an inspection, unless the Parties mutually agree that deviations from Level 3's plans and specifications or BellSouth's specifications are permitted, BellSouth shall require Level 3 to remove or correct within seven (7) calendar days at Level 3's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 Level 3 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are

required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Level 3's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that shall in all respects conform with Section 251 (c)(6) of the Act. Level 3's BellSouth Certified Supplier shall be responsible, at Level 3's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.

- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Level 3 to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both Level 3's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. Level 3 is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1. Level 3 must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Level 3. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where Level 3's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, Level 3 may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. Level 3 shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. Level 3 shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Level 3 is responsible for ensuring the integrity of the signal.
- 3.5.2 Level 3 shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. Level 3-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged

collocation arrangements, Level 3 may use its own technicians to construct the dedicated support structure between the two collocation arrangements.

- 3.5.3 To order CCXCs, Level 3 must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to Level 3.

4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify Level 3 in writing when the Collocation Space is ready for occupancy (Space Ready Date). Level 3 will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth, at its own expense, will correct any BellSouth caused deviations from Level 3's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. Any other additions or changes to the original or jointly amended request will be at Level 3's expense. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If Level 3 completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of Level 3's acceptance of the Collocation Space (Space Acceptance Date). In the event that Level 3 fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date and billing will commence from that date. If Level 3 decides to occupy the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing will begin from that date. Level 3 must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, Level 3's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Level 3's customers.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, Level 3 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Level 3 and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the

date that Level 3 signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth does reveal discrepancies, billing will cease on the date that BellSouth and Level 3 jointly conduct an inspection, which confirms that Level 3 has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy. BellSouth may terminate Level 3's right to occupy the Collocation Space in the event that Level 3 fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives Level 3 thirty (30) calendar days' prior written notice of the failure to comply and gives Level 3 an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

- 4.2.1 Upon termination of occupancy, Level 3, at its sole expense, shall remove its equipment and any other property from the Collocation Space. Level 3 shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) Subsequent Application date (Termination Date) to complete such removal, including the removal of all equipment and facilities of Level 3's Guest(s), unless Level 3's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to the Level 3 removal date. Level 3 shall continue the payment of all monthly fees to BellSouth until the date that Level 3, and if applicable Level 3's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Should Level 3 or Level 3's Guest(s) fail to vacate the Collocation Space within thirty (30) calendar days from the Termination Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Level 3 or Level 3's Guest(s), in any manner that BellSouth deems fit, at Level 3's expense and with no liability whatsoever for Level 3's property or Level 3's Guest(s)'s property. Upon termination of Level 3's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and Level 3 shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Level 3, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Level 3's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. Level 3 shall be responsible for the cost of removing any Level 3 constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is

defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Level 3's failure to comply with this Section.
- 5.1.3 Level 3 may submit an application for equipment installation and DS0, DS1, DS3 and optical terminations on the same application. However, Level 3 shall not request more DS0, DS1, DS3 and optical terminations in an Initial Application or a Subsequent Application for a collocation arrangement than the total port or termination capacity of the equipment already physically installed in the arrangement or contained in an application. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Level 3 submits an application for terminations that will exceed the total capacity of the collocated equipment Level 3 will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.2 Intentionally Left Blank
- 5.3 Level 3 shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises. Provided, however Level 3 shall not be prohibited from identifying to its customers or potential customers a detailed list of those BellSouth Premises in which Level 3 maintains Collocation Space.

- 5.4 Level 3 shall place a plaque or affix other identification (e.g., stenciling) to Level 3's equipment, in order for BellSouth to identify Level 3's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Level 3 may elect to place Level 3-owned or Level 3-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Level 3 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Level 3 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to Level 3's equipment in the Collocation Space. In the event Level 3 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Level 3 must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. Level 3 is responsible for maintenance of the entrance facilities. At Level 3's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Level 3 for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Level 3 with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Level 3's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to Level 3 in the Application Response.
- 5.5.2 Shared Use. Level 3 may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to Level 3's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. Level 3 must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the Level 3 provided riser cable to the spare capacity on the entrance facility. If Level 3 desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in

accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Level 3 for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on Level 3's entrance facility.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Level 3 or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Level 3's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Level 3's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Level 3-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Level 3 shall be responsible for providing, and Level 3's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between Level 3's Collocation Space and the demarcation point. Level 3 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that Level 3 desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.7 Level 3's Equipment and Facilities. Level 3, or if required by this Attachment, Level 3's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Level 3 which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Level 3 and its selected BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access Level 3's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to Level 3 at least forty-eight (48) hours before access to the Collocation Space is required. Level 3 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Level 3 will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, Level 3 shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Level 3 agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Level 3 or Level 3's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by Level 3 and returned to BellSouth Access Management within fifteen (15) calendar days of Level 3's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. Level 3 agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Level 3's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with Level 3 ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Level 3's designated collocation arrangement location, after receipt of the BFFO without charge to Level 3. Level 3 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date Level 3 desires access to the Collocation Space. All information contained on this form including, but not limited to, personal information regarding the employee or agent shall be deemed strictly confidential regardless of whether it is marked as such, and shall be held and protected in accordance with the Confidentiality provisions set forth in Section 10 of the General Terms and Conditions of this Agreement. In order to permit reasonable access during construction of the Collocation Space, Level 3 may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time

subsequent to BellSouth's receipt of the BFFO. In the event Level 3 desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit Level 3 to access the Collocation Space accompanied by a security escort, at Level 3's expense. Level 3 must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.

5.10 Lost or Stolen Access Keys. Level 3 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Level 3 shall pay for all costs of re-keying or deactivating the card as set forth in Exhibit B of this Attachment.

5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Level 3 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Level 3 violates the provisions of this paragraph, BellSouth shall provide written notice to Level 3, which shall direct Level 3 to cure the violation within forty-eight (48) hours of Level 3's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.

5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Level 3 fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, 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 Level 3's equipment. BellSouth will endeavor, but is not required, to provide notice to Level 3 prior to the taking of such action and BellSouth shall have no liability to Level 3 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct or gross negligence.

5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the

deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Level 3 fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Level 3 or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth so demonstrates, Level 3 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

- 5.12 Personalty and its Removal. Facilities and equipment placed by Level 3 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 personal property and may be removed by Level 3 at any time. Any damage caused to the Collocation Space by Level 3's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Level 3 at its sole expense. If Level 3 decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill Level 3 a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. Under no condition shall Level 3 or any person acting on behalf of Level 3 make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by Level 3. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.
- 5.14 Janitorial Service. Level 3 shall be responsible for the general upkeep of its Collocation Space. Level 3 shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to Level 3 and BellSouth that are different from the procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this

Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

- 6.2 **Initial Application.** For Level 3 or Level 3's Guest(s) initial equipment placement, Level 3 shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by Level 3, which will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.
- 6.3 **Subsequent Application.** In the event Level 3 or Level 3's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Level 3 shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Level 3 in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 **Subsequent Application Fee.** The application fee paid by Level 3 for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides Level 3 with an Application Response.
- 6.4 **Space Preferences.** If Level 3 has previously requested and received a Space Availability Report for the Premises, Level 3 may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event

BellSouth cannot accommodate the Level 3's preference(s), Level 3 may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Level 3 of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Level 3 or space that is configured differently, no application fee will apply. If Level 3 decides to accept the available space, Level 3 must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Level 3 resubmits its application, BellSouth will bill Level 3 the appropriate application fee.

6.5.2 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill Level 3 an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Level 3 or space that is configured differently, if Level 3 decides to accept the available space, Level 3 must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.

6.5.3 Denial of Application. If BellSouth notifies Level 3 that no space is available (Denial of Application), BellSouth will not assess an application fee to Level 3. After notifying Level 3 that BellSouth has no available space in the requested Premises, BellSouth will allow Level 3, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule this tour within ten (10) calendar days, the request for the tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.6 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Level 3 to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.7 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, Level 3 must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of notification by BellSouth that space will be available in the Premises previously out of space. If Level 3 has originally requested caged Collocation Space and cageless Collocation Space becomes available, Level 3 may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that Level 3 wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. Level 3 may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Level 3 does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove Level 3 from the waiting list. Upon request, BellSouth will advise Level 3 as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the

date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.

6.9 Application Response.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.9.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Level 3 to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Level 3 submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10 Application Modifications.

6.10.1 Level 3 may make an application modification or revision to (1) modifications to Customer Information, (2) Contact Information or, (3) Billing Contact Information, prior to a BFFO. However, any other modifications or revisions made prior to a BFFO will be treated as a revised application and handled as a revised application with respect to the response and provisioning intervals. BellSouth will charge Level 3 the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require Level 3 to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides Level 3 with an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 Level 3 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Level 3's Bona Fide Application or Level 3's application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Level 3's BFFO. BellSouth will acknowledge the receipt of Level 3's BFFO within seven (7) calendar days of receipt, so that Level 3 will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the Firm Order date. No revisions can be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida and Tennessee, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and Level 3 cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are

extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 When Level 3 adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay Level 3's operation.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Level 3, when Level 3 requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, Level 3 must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Level 3's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)

- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).
- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.
- 7.1.4.6 If Level 3 submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply (e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If Level 3 submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If Level 3 submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by Level 3 and BellSouth. If Level 3 and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for Level 3's physical or virtual collocation arrangement.

- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to Level 3 at the time BellSouth provides Level 3 with the Application Response. Level 3 will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and Level 3 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to Level 3 during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. Level 3 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to Level 3 that the Collocation Space is ready for occupancy. In the event Level 3 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Level 3 on the Space Ready Date. BellSouth will correct any deviations to Level 3's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Level 3 prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which Level 3 has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to Level 3 prior to the Provisioning Interval for those Premises in which Level 3 has a physical collocation arrangement with a POT bay provided by Level 3 or a virtual collocation arrangement, until Level 3 provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a Level 3-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of Level 3's equipment (equipment inventory update (EIU) form), including the locations of the low speed

ports and the specific frame terminations to which the equipment will be wired by Level 3's BellSouth Certified Supplier.

- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Level 3. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill Level 3 a nonrecurring charge, as set forth in Exhibit B, each time Level 3 requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Level 3.
- 7.6 Use of BellSouth Certified Supplier. Level 3 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Level 3 and Level 3's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Level 3 must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Level 3 with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Level 3's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Level 3 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Level 3's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Level 3 or any supplier proposed by Level 3 and will not unreasonably withhold certification. All work performed by or for Level 3 shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Level 3 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Level 3's Collocation Space. Upon request, BellSouth will provide Level 3 with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Level 3. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Level 3 may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s)

and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by Level 3, such information will be provided to Level 3 in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to Level 3 within one hundred eighty (180) calendar days of BellSouth's written denial of Level 3's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Level 3 was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Level 3 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Level 3 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.

7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill Level 3 an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to Level 3.

7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.

7.10 Cancellation. If at any time prior to space acceptance, Level 3 cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if Level 3 cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Level 3 for all costs incurred prior to the date of

Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

- 7.11 Licenses. Level 3, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 7.13 Basic Telephone Service. Upon request of Level 3, 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.

8. Rates and Charges

- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Level 3. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Level 3.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of Level 3's BFFO.
- 8.3 Recurring Charges. If Level 3 has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that Level 3 fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If Level 3 occupies the space prior to the Space Ready Date, the date Level 3 occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Level 3 shall remit payment of the nonrecurring Firm Order processing fee coincident with submission of a BFFO. The charges recover the costs

associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Level 3 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Level 3 as prescribed in this Section.

- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Level 3 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Level 3 shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Level 3's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Level 3 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Level 3's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Level 3's option within the Premises. Recurring charges for DC Power will be monthly billed on a per fused amp basis. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Level 3's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Level 3 certifying the completion of the power reduction, including the removal of the power cabling by Level 3's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier. Level 3 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to Level 3's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Level 3 must provide BellSouth with a copy of the engineering power specifications prior to the day on which Level 3's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and Level 3's arrangement area. Level 3 shall contract with a

BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Level 3 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.

- 8.6.2 If Level 3 elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Level 3's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Level 3's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Level 3's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Level 3's option, Level 3 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to Level 3's equipment or space enclosure. Level 3 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Level 3's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Level 3's arrangement area.
- 8.6.4 In Alabama and Louisiana, Level 3 has the option to purchase power directly from an electric utility company. Under such an option, Level 3 is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If Level 3 previously had power supplied by BellSouth, Level 3 may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was

requested therein. Any floor space, cable racking, etc. utilized by Level 3 in provisioning said power will be billed on an ICB basis.

- 8.6.5 In South Carolina, Level 3 has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested Premises. Under such an option, Level 3 is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Level 3. Level 3's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. Level 3 must submit an application to BellSouth for the appropriate amount of Collocation Space that Level 3 requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of Level 3's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Level 3 shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Commission for the central office requested. Level 3 would still have the option to order its power needs directly from BellSouth.
- 8.6.6 If Level 3 requests a reduction in the amount of power that BellSouth is currently providing, Level 3 must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if Level 3 is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Level 3 must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.

- 8.7 Security Escort. A security escort will be required whenever Level 3 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Level 3 shall pay for such half-hour charges in the event Level 3 fails to show up. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to Level 3 for access related issues.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of Level 3's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 Level 3 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of B+.
- 9.2 Level 3 shall maintain the following specific coverage:
- 9.2.1 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 the Commercial General Liability policy as specified herein.
- 9.2.2 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.
- 9.3 All policies purchased by Level 3 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 Premises and shall remain in effect for the term of this Attachment or until all Level 3's property has been removed from BellSouth's Premises, whichever period is longer.

- 9.4 Level 3 shall submit certificates of insurance reflecting the coverage required pursuant to this Section 30 business days prior to the commencement of any initial work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Level 3 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Level 3's insurance company. Level 3 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.5 Level 3 must conform to recommendations made by BellSouth's fire insurance company, if capital expenditures are not required on Level 3's part, to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.6 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Level 3 under this Section.
- 9.7 Notwithstanding self-insured retentions, if Level 3's net worth exceeds five hundred million dollars (\$500,000,000), Level 3 may elect to request self insurance in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Level 3 shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Level 3 in the event that self insurance status is not granted to Level 3. If BellSouth approves Level 3 for self insurance, Level 3 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Level 3's corporate officers. The ability to self insure shall continue so long as Level 3 meets all of the requirements of this Section. If Level 3 subsequently no longer satisfies this Section, Level 3 is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2. 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 9.8 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Level 3), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at

the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Level 3's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Level 3's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Level 3 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Level 3 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, consistent with FCC requirements, Level 3 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Level 3 employee hired in the past five years being considered for work on the Premises, for the states/counties where the Level 3 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Level 3 shall not be required to perform this investigation if an affiliated company of Level 3 has performed an investigation of the Level 3 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Level 3 has performed a pre-employment statewide investigation of criminal history records of the Level 3 employee for the states/counties where the Level 3 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Level 3 will be required to administer to its personnel assigned to the Premises security training provided on the BellSouth website, and as outlined in the CLEC Security Training documents.
- 12.3 Level 3 shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Level 3 employee will also have other photo identification identifying employment with Level 3. BellSouth reserves the right to

remove from its Premises any employee of Level 3 not possessing identification issued by Level 3 or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Level 3 shall be solely responsible for ensuring that any Guest(s) of Level 3 is in compliance with all subsections of this Section.

- 12.4 Level 3 shall not assign to the Premises any personnel with records of felony criminal convictions. Level 3 shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth on a reasonable and nondiscriminatory basis, reserves the right to refuse building access to any Level 3 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Level 3 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Level 3 may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Level 3 shall not knowingly assign to the Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Level 3 shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Level 3 employee or agent hired by Level 3 within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, Level 3 shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Level 3 will disclose the nature of the convictions to BellSouth at that time. In the alternative, Level 3 may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Level 3 employees requiring access to a Premises pursuant to this Attachment, Level 3 shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Level 3 shall promptly remove from Premises any employee of Level 3 BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Level 3 is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Level 3's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Level 3's Security representative of such interview. Level 3 and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Level 3's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Level 3 for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Level 3's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Level 3 for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Level 3's employees, agents, or suppliers and where Level 3 agrees, in good faith, with the results of such investigation. Level 3 shall notify BellSouth in writing immediately in the event that Level 3 discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Level 3 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Level 3's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Level 3'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 Level 3, except for improvements not to 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. Level 3 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Level 3's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Level 3. Where allowed and where practical, Level 3 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Level 3 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Level 3's permitted use, until such Collocation Space is fully repaired and restored and Level 3's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Level 3 has placed an Adjacent Arrangement pursuant to Section 3.4, Level 3 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Level 3 shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null

and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15 Nonexclusivity

15.1 Level 3 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Level 3 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Level 3 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Level 3 should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Level 3 to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Level 3 will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Level 3 when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Level 3 space with proper notification. BellSouth reserves the right to stop any Level 3 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by Level 3 are owned by Level 3. Level 3 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Level 3 or different hazardous materials used by Level 3 at Premises. Level 3 must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

- 1.6 **Spills and Releases.** When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Level 3 to BellSouth.
- 1.7 **Coordinated Environmental Plans and Permits.** BellSouth and Level 3 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Level 3 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Level 3 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 **Environmental and Safety Indemnification.** BellSouth and Level 3 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Level 3 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Level 3 further agrees to cooperate with BellSouth to ensure that Level 3's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Level 3, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from Level 3's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated	Compliance with all applicable local, state, & federal laws and	Std T&C 450

material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local	Procurement Manager (CRES Related Matters)-BST Supply

	<p>regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Kentucky										Attachment: 4			Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect Add'l								
					Rec	OSS Rates (\$)		SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
	PHYSICAL COLLOCATION														
	Physical Collocation - Initial Application Fee		CLO	PE1BA											
	Physical Collocation - Subsequent Application Fee		CLO	PE1CA											
	Physical Collocation Administrative Only - Application Fee		CLO	PE1BL											
	Physical Collocation - Space Preparation - Firm Order Processing		CLO	PE1SJ											
	Physical Collocation - Space Preparation - C.O. Modification per square ft.		CLO	PE1SK											
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot.		CLO	PE1SL											
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage		CLO	PE1SM											
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable		CLO	PE1BD											
	Physical Collocation - Floor Space, per sq feet		CLO	PE1PJ											
	Physical Collocation - Cable Support Structure, per Entrance Cable		CLO	PE1PM											
	Physical Collocation - Power, 48V DC Power - per Fused Amp		CLO	PE1PL											
	Physical Collocation - Power Reconfiguration Only, Application Fee		CLO	PE1PR											
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp		CLO	PE1FB											
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp		CLO	PE1FD											
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp		CLO	PE1FE											
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp		CLO	PE1FG											
	Physical Collocation - 2-wire cross-connect, loop, provisioning		UEANL,UEQ, UNLDX,UNCNX UEA,UCL,UAL, UHL,UUC,UDN, UNCVX	PE1P2											
	Physical Collocation - 4-wire cross-connect, loop, provisioning		UEA,UHL,UNCVX, UNCDX,UCL,UDL, WDS1L,WDS1S, UXTD1,ULOD1, USLEL,UNLD1, UEPEX,UEPDX, USL,U1C,U1TD1, UNC1X	PE1P4											
	Physical Collocation - DS1 Cross-Connect for Physical Collocation, provisioning		UE3,U1TD3, UXTD3,UXTS1, UNC3X,UNC3X, U1DD3 U1TS1,U1DS1, UNLD3	PE1P1											
	Physical Collocation - DS3 Cross-Connect, provisioning		CLO,U1DD3, U1D12,U1D48, U1TO3,U1T12, U1T48,U1DLO3, U1D12,U1DF, U1DD03,U1D12, U1D48,U1T03, U1T12,U1T48, U1DLO3,U1D12, U1DF	PE1P3											
	Physical Collocation - 4-Fiber Cross-Connect		CLO	PE1F4											
	Physical Collocation - Space enclosure, welded wire, first 100 square feet		CLO	PE1BW											

COLLOCATION - Kentucky														
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment: 4		Exhibit: B	
					Rec	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet		CLO	PE1C1W		18.14								
	Physical Collocation - Security Access System, Security System, per Central Office		CLO	PE1AX		76.10								
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State		CLO	PE1A1		0.068	55.79							
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card Stolen Card, per Card		CLO	PE1AA		15.64								
	Physical Collocation - Security Access - Initial Key, per Key		CLO	PE1AR		45.74								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AK		26.29								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key		CLO	PE1AL		26.29								
	Physical Collocation - Space Availability Report, per Central Office Requested		CLO	PE1SR		2,158.67								
	Physical Collocation - CFA Information Resend Request, per premises, per request		CLO	PE1C9		77.55								
	Physical Collocation - Cable Records, per request		CLO	PE1CR		1,524.45	980.01	267.02						
	Physical Collocation, Cable Records, V5/DS0 Cable, per cable record (maximum 3600 records)		CLO	PE1CD		656.37		379.70						
	Physical Collocation, Cable Records, V6/DS0 Cable, per each 100 pair		CLO	PE1CO		9.65		11.84						
	Physical Collocation, Cable Records, DS1, per T1 TIE		CLO	PE1C1		4.52		5.54						
	Physical Collocation - Cable Records, DS3, per T3 TIE		CLO	PE1C3		15.81		19.39						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)		CLO	PE1CB		169.63		154.85						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour		CLO	PE1BT		33.98		21.53						
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour		CLO	PE1OT		44.26		27.81						
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour		CLO	PE1PT		54.54		34.09						
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit		CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit		CLO	PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit		CLO	PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit		CLO	PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit		CLO	PE1BE		37.00								
	Physical Collocation - Virtual to Physical Collocation In-Place/Relocation, space facilities assigned to Collocation Space, per 700 cable pairs or fraction thereof		CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect Fiber Cable Support Structure, per linear ft.		CLO	PE1ES	0.0012									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per lin. ft.		CLO	PE1DS	0.0018									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application		CLO	PE1DT		584.20								
	Physical Collocation - Copper Entrance Cable per Cable (CO manhole to vault splice)		CLO	PE1EA		1,224.485		42.719						

COLLOCATION - Kentucky												Attachment - 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
					Rec	Nonrecurring Add'l	Nonrecurring First	Disconnect Add'l					SOME C	SOMAN	SOMAN
	Physical Collocation - Copper Entrance Cable Installation, per 100 Pairs		CLO	PE1EB		18.102									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)		CLO	PE1EC		1,028.981	42.719								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber		CLO	PE1ED		7.241									
	Physical Collocation - Application Cost, Simple Augment		CLO	PE1KS		594.98		1.21							
	Physical Collocation - Application Cost, Minor Augment		CLO	PE1KM		834.26		1.21							
	Physical Collocation - Application Cost, Intermediate Augment		CLO	PE1KI		1,059.00		1.21							
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per cable		CLO	PE1DU		535.55									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per cable		CLO	PE1DV		535.55									
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.		CLOAC	PE1JA		0.0173									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.		CLOAC	PE1JC		5.35									
	Adjacent Collocation - 2-Wire Cross-Connects		UEA,UHL,UJL,UCL	PE1P2		24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects		UEA,UHL,UJL,UCL	PE1P4		0.0515	24.88	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects		UEA,UHL,UJL,UCL	PE1P1		1.37	44.23	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects		UEA,UHL,UJL,UCL	PE1P3		18.61	41.93	30.51	11.84						
	Adjacent Collocation - 2-Fiber Cross-Connect		CLOAC	PE1F2		3.15	41.93	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect		CLOAC	PE1F4		6.02	51.29	39.87	16.49						
	Adjacent Collocation - Application Fee		CLOAC	PE1JB		3,165.50									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FB		5.44									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FD		10.88									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FE		16.32									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp		CLOAC	PE1FG		37.68									
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee		AMTFS	EAF		2,419.86		1.01							
	Virtual Collocation Administrative Only - Application Fee		AMTFS	VE1AF		742.12									
	Virtual Collocation - Cable Installation Cost, per cable		AMTFS	ESPCX		1,729.11	45.16								
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPVX		7.99									
	Virtual Collocation - Power, per fused amp		AMTFS	ESPAX		8.06									
	Virtual Collocation - Cable Support Structure, per entrance cable		AMTFS	ESPX		17.38									
	Virtual Collocation - 2-wire Cross Connects (loop)		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,UNCVX,UNCDX,UNCNX,UEAC2	UEAC2		0.0309	24.68	23.68	10.95						
	Virtual Collocation - 4-wire Cross Connects (loop)		UEA,UHL,UCL,UJL,UAL,UDN,UNCVX,UNCDX	UEAC4		0.0619	24.88	23.82	11.46						
	Virtual Collocation - 2-Fiber Cross Connects		UDL12,UDL03,U1148,U11T12,U11T03,ULDO3,UID12,ULD48,UDF	CNC2F		3.80	41.94	30.51	11.84						
	Virtual Collocation - 4-Fiber Cross Connects		UDL12,UDL03,U1148,U11T12,U11T03,ULDO3,UID12,ULD48,UDF	CNC4F		7.59	51.29	39.87	16.49						
	Virtual collocation - Special Access & UNE, cross-connect per DS1		USLUJL,UJL,UXTD1,UNC1X,ULDD1,U11D1,USLEL,UNLD1,UEPEX,UEPDX	CNC1X		1.48	44.23	31.98	12.81						

COLLOCATION - Kentucky												Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect Add'l			SOMEK	SOMAN	SOMAN	SOMAN	
			USL,UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, UTTS1, ULDS1, UDLSX, UNLD3												
	Virtual collocation - Special Access & UNE, cross-connect per DS3			CND3X			18.89	41.93	30.51	14.75	11.83				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot		AMTFS	VE1CB			0.003								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft		AMTFS	VE1CD			0.0045								
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable		AMTFS	VE1CC				535.55							
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable		AMTFS	VE1CE				535.55							
	Virtual Collocation Cable Records - per request		AMTFS	VE1BA				1,524.45	980.01	267.02					
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record		AMTFS	VE1BB				656.37		379.70					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair		AMTFS	VE1BC				9.65		11.84					
	Virtual Collocation Cable Records - DS3, per T1/T1E		AMTFS	VE1BD				4.52		5.54					
	Virtual Collocation Cable Records - DS3, per T3/T1E		AMTFS	VE1BE				15.81		19.39					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records		AMTFS	VE1BF				169.63		154.85					
	Virtual collocation - Security Escort - Basic, per half hour		AMTFS	SPTBX				33.98	21.53						
	Virtual collocation - Security Escort - Overtime, per half hour		AMTFS	SPTOX				44.26	27.81						
	Virtual collocation - Security Escort - Premium, per half hour		AMTFS	SPTPX				54.54	34.09						
	Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX				56.07	21.53						
	Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM				73.23	27.81						
	Virtual collocation - Maintenance in CO - Premium, per half hour		AMTFS	SPTPM				90.39	34.09						
	Virtual Collocation - Request Resend of CFA Information, per CLI		AMTFS	VE1QR				77.55							

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Level 3 is utilizing its own switch, Level 3 shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
- 1.2 Where BellSouth provides local switching or resold services to Level 3, BellSouth will provide Level 3 with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Level 3 acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Level 3 may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Level 3) telephone numbers per rate center if the following conditions are met:
- 1.2.1 Level 3 must: (1) indicate that all of the intermediate numbers currently held by Level 3 in each rate center where Level 3 will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Level 3 will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Level 3 in the rate center where Level 3 is requesting telephone numbers has reached at least 70%. The above information will be provided by Level 3 by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Level 3 will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Level 3 to End Users by the total number of intermediate numbers held by Level 3 in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).
- 1.2.2 If fulfilling Level 3's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy Level 3's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy Level 3's

request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by Level 3 for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

- 1.2.3 Level 3 agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.
- 1.3 Level 3 acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that Level 3 cancel all or a portion of its unassigned intermediate numbers. Level 3 consent to BellSouth's request shall not be unreasonably withheld.
- 2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)**
- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 End User Line Charge. Where Level 3 subscribes to BellSouth's local switching, BellSouth shall bill and Level 3 shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
- 2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.
- 2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
- 2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.
- 2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and

include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and Level 3 shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and Level 3 shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.
- 2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.
- 2.12 BellSouth and Level 3 will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES**
- 3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

Attachment 6
Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

~~1.1~~ BellSouth shall provide to Level 3 nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Level 3 can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing.. BellSouth shall provide Level 3 with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's interconnection website and are incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of Level 3 and other CLECs in the aggregate.

1.2 BellSouth shall provision services during its regular working hours, as provided at BellSouth's interconnection website. To the extent Level 3 requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Level 3, BellSouth will not assess Level 3 additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

~~2.1~~ BellSouth shall provide Level 3 nondiscriminatory access to its OSS and the necessary information contained therein in order that Level 3 can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Level 3 to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Level 3's access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference.

~~2.1.1~~ Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Level 3 can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information

and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Level 3 will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Level 3 shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Level 3 shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Level 3 shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Level 3 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. BellSouth reserves the right to audit Level 3's access to customer record information. If a BellSouth audit of Level 3's access to customer record information reveals that Level 3 is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Level 3 may take corrective action, including but not limited to suspending or terminating Level 3's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- ~~2.1.3~~ Ordering. BellSouth will make available to Level 3 electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Level 3 will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- ~~2.1.4~~ Maintenance and Repair. BellSouth will make available to Level 3 electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's interconnection website and are incorporated herein by reference. The process by which BellSouth and Level 3 will manage these electronic interfaces to include the development and

introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Level 3 agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's interconnection website.

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Level 3, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.4 Rates. Charges for use of OSS shall be as set forth in this Agreement.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by Level 3 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, Level 3 shall be required to submit a new service request. Incorrect or invalid requests returned to Level 3 for correction or clarification will be held for thirty (30) days. If Level 3 does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

3.2 Single Point of Contact. Level 3 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Level 3 to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Level 3 and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Level 3 to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. BellSouth will notify

Level 3 that such a request has been processed but will not be required to notify Level 3 in advance of such processing.

- 3.2.1 Neither BellSouth nor Level 3 shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 After obtaining the CSR under the process described in Sections 2.1.1 and 2.1.2 above, the acquiring carrier submits a Local Service Request (LSR) to the existing carrier in accordance with the existing carrier's requirements for LSRs. As appropriate, BellSouth will return to Level 3 a Firm Order Confirmation (FOC) or a rejection/clarification within the intervals as specified per the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement. Level 3 shall return a FOC to BellSouth within thirty-six (36) hours after Level 3's receipt from BellSouth of a valid LSR. Level 3 shall provide a reject response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of Level 3 elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Level 3 by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Level 3 that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) 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 interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs 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.
- 3.6 Cancellation Charges. If Level 3 cancels a request for network elements or resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Level 3 places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the

network elements originally requested, cancellation charges described in this Section shall not apply. Where Level 3 places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Level 3 may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Level 3 elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup provided that (1) BellSouth processed the LSR in accordance with Section ~~2 s 3.4~~ through 3.6 of this Attachment.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Level 3, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

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Rates.....Exhibit A

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Level 3 under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
- 1.1.1 For any service(s) BellSouth receives from Level 3, Level 3 shall bill BellSouth in CBOS format. For those services where standards have not yet been developed, Level 3's billing format will change as necessary when standards are finalized by the applicable industry forum.
- 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
- 1.1.3 BellSouth will render bills each month on established bill days for each of Level 3's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the appropriate tariff rate.
- 1.1.4 BellSouth will bill Level 3 in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Level 3, and Level 3 will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
- 1.1.5 BellSouth will not perform billing and collection services for Level 3 as a result of the execution of this Agreement.
- 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective

rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 **[7-1: LEVEL 3 PROPOSES TO ADD THE LANGUAGE IN BOLD; BST PROPOSES TO ADD THE ITALICISED LANGUAGE]** Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, Level 3 will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. **BellSouth will notify Level 3 within seven (7) business days of its receipt of documentation from Level 3 whether any additional information is required. BellSouth will use best efforts to provide Level 3 written confirmation within three (3) business days of establishing the Master Account that such account has been opened. If Level 3 established a Master Account with BellSouth under a prior interconnection agreement [and will use that Master Account (and no other),] this section shall not apply.** Notwithstanding anything to the contrary in this Agreement, Level 3 may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from Level 3.
- 1.2.1 OCN. If Level 3 needs to change its OCN(s) under which it operates when Level 3 has already been conducting business utilizing those OCN(s), Level 3 shall bear all costs incurred by BellSouth to convert Level 3 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Level 3's End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 **[7-2: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD]** Payment Responsibility. Payment of all **undisputed** charges will be the responsibility of **the applicable Party**. **Both BellSouth and Level 3 shall make payment to each other** for all services billed **where the charges for such services are undisputed**. Payments made by **either Party** as payment on account will be credited to **the** accounts receivable master account. **Neither Party** will not become involved in billing disputes that may arise between **the Party and the Party's** customer. **For purposes of this Attachment 7, "undisputed amounts" shall mean amounts charged to the billed Party for which the billed Party has not submitted a good faith billing dispute in writing in accordance with this Attachment 7.**

[BST PROPOSES TO ADD THE TEXT IN ITALICS] Payment Responsibility. *Except as provided in section 2 herein*, payment of all charges will be the responsibility of **Level 3**. *Both BellSouth and* Level 3 shall make payment to **BellSouth** for all services billed. Payments made by **Level 3** to **BellSouth** as payment on account will be credited to **Level 3's** accounts receivable master account. **BellSouth** will not become involved in billing disputes that may arise between **Level 3** and **Level 3's** customer.

- 1.3 **[7-2: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD]** Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by **the relevant Party**.

[BST PROPOSES TO ADD THE TEXT IN ITALICS] Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by **BellSouth**.

- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that 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 charge, as set forth in Section 1.6, below, shall apply.

- 1.5 **[7-3: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD]** Tax Exemption. Upon **a Party's** receipt of tax exemption certificate, the total amount billed to **that Party** will not include those taxes or fees from which **the Party** is exempt. **Each Party** will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to **its** End Users.

[BST PROPOSES TO ADD THE TEXT IN ITALICS] Tax Exemption. Upon **BellSouth's** receipt of tax exemption certificate, the total amount billed to **Level 3** will not include those taxes or fees from which **Level 3** is exempt. **Level 3** will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to **the** End User **of Level 3**.

1.6 **[7-4: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD]** Late Payment. If any portion of the payment is not received by **the billing Party** on or before the payment due date as set forth preceding, or if any portion of the payment is received by **billing Party** in funds that are not immediately available to **the billing Party**, then a late payment charge shall be due to **the billing Party**. The late payment charge shall be the **undisputed** portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor **for BellSouth** shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Level 3 may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. **The late factor for Level 3 shall be set forth in Level 3's effective intrastate access tariff as filed with the Commission.**

[BST'S PROPOSED LANGUAGE IS IN ITALICS] Late Payment. If any portion of the payment is not received by *BellSouth* on or before 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 charge shall be due to *BellSouth*. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Level 3 may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

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

1.7.1 **[7-5: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD; BST PROPOSES TO DELETE THE TEXT IN BOLD]** BellSouth reserves the right to suspend or terminate service **upon seven (7) days' prior written notice** in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Level 3 of the rules and regulations of BellSouth's tariffs. **If Level 3 should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.**

1.7.2 **[7-6: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD AND PROPOSES TO DELETE THE LANGUAGE IN ITALICS; BST PROPOSES TO DELETE THE TEXT IN BOLD AND THE LANGUAGE IN ITALICS]** BellSouth reserves the right to suspend or terminate service **upon thirty (30) days' prior written notice or such timeframe that allows Level 3 to comply with the applicable Commission's rules and regulations for suspension and**

termination of service to end users, whichever period is longer, for nonpayment of undisputed amounts. If payment of amounts not subject to **either** a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide **thirty (30) days'** written notice to Level 3 that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the **thirtieth [fifteenth]** day following the date of the notice. In addition, BellSouth may, at the same time, provide **thirty (30) days'** written notice to the person designated by Level 3 to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Level 3 if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice **If Level 3 should cure the alleged violation within the thirty (30) day time frame, BellSouth shall not suspend or terminate service or refuse additional application for service.**

- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 Discontinuance of service on Level 3's account will effect a discontinuance of service to Level 3's End Users. BellSouth will reestablish service for Level 3 upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Level 3 is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after Level 3's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, Level 3's service will be disconnected.

1.8 **[ISSUE 14: LEVEL 3'S PROPOSAL IS IN BOLD; BST'S PROPOSED LANGUAGE IS IN ITALICS]**

Deposit Policy BellSouth reserves the right to secure Level 3's account with a suitable form of security deposit, unless satisfactory credit has already been established. Level 3 will be deemed to have satisfactory credit if it rates a 5.0 or better on the D & B Risk Assessment Monitor. In addition, in determining satisfactory credit, BellSouth evaluates factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth. To the extent not required as of the effective date of this Agreement, Level 3 shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances thereafter as determined in accordance with the foregoing factors. Such adverse material changes may be measured based upon changes that alone would not be deemed material but when considered

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

Deposit Policy. Deposit Policy Level 3 shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit.

- 1.8.1 [ISSUE 14 / 7-7: BST PROPOSES THE LANGUAGE IN ITALICS; LEVEL 3 PROPOSES TO STRIKE THE LANGUAGE IN ITALICS] ***Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Level 3. Any such security deposit shall in no way release Level 3 from its obligation to make complete and timely payments of its bill.***
- 1.8.2 [ISSUE 14 / 7-7: BST PROPOSES THE LANGUAGE IN ITALICS; LEVEL 3 PROPOSES TO STRIKE THE LANGUAGE IN ITALICS] ***Level 3 shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant, based upon the criteria in 1.8 above and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Level 3's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.***
- 1.8.3 [ISSUE 14 / 7-7: BST PROPOSES THE LANGUAGE IN ITALICS; LEVEL 3 PROPOSES TO STRIKE THE LANGUAGE IN ITALICS] ***Security deposits collected under this Section shall not exceed two months' estimated billing.***
- 1.8.4 [ISSUE 14 / 7-7: BST PROPOSES THE LANGUAGE IN ITALICS; LEVEL 3 PROPOSES TO STRIKE THE LANGUAGE IN ITALICS] ***Subject to Section 1.8.5 following, In the event Level 3 fails to remit to BellSouth any deposit requested pursuant to this Section, service to Level 3 may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Level 3's account(s). In the event Level 3 defaults on its account, service to Level 3 will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to Level 3's account.***
- 1.8.5 [ISSUE 14 / 7-7: BST PROPOSES THE LANGUAGE IN ITALICS; BST PROPOSES THE LANGUAGE IN ITALICS] ***The Parties will work together to determine the need for or amount of a reasonable deposit. If the Parties are unable to agree, either party may petition the Commission for resolution of the dispute. In the event that the dispute is not resolved within sixty days after petitioning the Commission, and Level 3 fails to remit to BellSouth any deposit requested pursuant to this Section, service to Level 3 may be terminated in***

accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Level 3's account(s).

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Level 3, shall be forwarded to the individual and/or address provided by Level 3 in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Level 3 as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Level 3 to BellSouth's billing organization, the notice of discontinuance of services purchased by Level 3 under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. **BILLING DISPUTES**

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Level 3 shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 **[7-8: LEVEL 3'S PROPOSED LANGUAGE IS IN BOLD; BST PROPOSED LANGUAGE IN ITALICS]** For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other **undisputed** amounts owed by the billed Party until the dispute is resolved. **Level 3 may withhold disputed amounts until the dispute is resolved.** Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing

dispute is **ultimately** resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party **[LEVEL 3 PROPOSES STRIKING THE LANGUAGE IN ITALICS; BST PROPOSES ADDING THE LANGUAGE IN ITALICS]** *or the billing Party shall have the right to pursue normal treatment procedures.* Any credits due to the disputing Party, pursuant to the billing dispute **[BST PROPOSES DELETING THE LANGUAGE IN BOLD]** and including any late payments applied to the disputed amounts will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute *in accordance with this section 2.* **[BST PROPOSES DELETING THE LANGUAGE IN BOLD]** In the event the billing dispute is ultimately resolved in favor of the disputing party, the disputing Party shall not be liable for any of the disputed amounts or any of the associated late payments

2.3

[7-9: LEVEL 3 PROPOSES ADDING THE LANGUAGE IN BOLD AND STRIKING THE LANGUAGE IN ITALICS; BST PROPOSES STRIKING THE LANGUAGE IN BOLD AND ADDING THE LANGUAGE IN ITALICS] If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in **Section 1.6 of this Attachment.** *[the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff.]*

The parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. In no event, however, shall interest be assessed by either party on any previously assessed late payment charges. If a Party disputes charges but pays such charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges plus interest at the rates set forth in Section 1.6 no later than the second bill date after the resolution of the dispute.

3. RAO HOSTING

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

BellSouth will be in accordance with the methods and practices regularly 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.

- 3.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to Level 3 on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 **[7-10: LEVEL 3 PROPOSES ADDING THE LANGUAGE IN BOLD AND STRIKING THE LANGUAGE IN ITALICS; BST PROPOSES STRIKING THE LANGUAGE IN BOLD AND ADDING THE LANGUAGE IN ITALICS]** Level 3 must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Level 3 must request that BellSouth establish a unique hosted RAO code for Level 3. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least **six (6) [eight (8)]** weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from Level 3 that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Level 3 shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Level 3.
- 3.7 All data received from Level 3 that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from Level 3 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Level 3 and will forward them to Level 3 on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and Level 3 will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission when utilizing CONNECT:Direct.

Where a dedicated line is required, Level 3 will be responsible for ordering the circuit and coordinating the installation with BellSouth. Level 3 is 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 data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

- 3.10.2 If Level 3 utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of Level 3.
- 3.11 All messages and related data exchanged between BellSouth and Level 3 will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Level 3 will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for Level 3 to send data to BellSouth more than sixty (60) days past the message date(s), Level 3 will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Level 3, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data 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 resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 **[7-11: LEVEL 3 PROPOSES ADDING THE LANGUAGE IN BOLD]**
Should an error be detected by the EMI format edits performed by BellSouth on data received from Level 3, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify Level 3 of the error. Level 3 will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Level 3 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth. **In the event that the error cannot be corrected, BellSouth will process the conforming portion of the data.**

- 3.16 In association with message distribution service, BellSouth will provide Level 3 with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Deleted
- 3.18 Intercompany Settlements Messages
 - 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Level 3 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Level 3 and the involved company(ies), unless that company is participating in NICS.
 - 3.18.2 Both traffic that originates outside the BellSouth region by Level 3 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Level 3, is covered by CATS. Also covered is traffic that either is originated by or billed by Level 3, involves a company other than Level 3, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
 - 3.18.3 Once Level 3 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
 - 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
 - 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
 - 3.18.6 BellSouth will collect the revenue earned by Level 3 from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Level 3. These two amounts will be netted

together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.18.7 BellSouth will collect the revenue earned by Level 3 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly CABS miscellaneous bill.

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

4. **OPTIONAL DAILY USAGE FILE**

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

4.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Level 3 customer.

4.4 Charges for the ODUF will appear on Level 3s' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Level 3 will be billed at the ODUF rates that are in effect at the end of the previous month.

4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4.6 **[7-12: LEVEL 3 PROPOSES ADDING THE LANGUAGE IN BOLD; BST PROPOSES STRIKING THE LANGUAGE IN BOLD]** Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages **that prevent processing by Level 3 within its systems, as determined by Level 3**, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.

4.7 The following specifications shall apply to the ODUF feed.

- 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages
 - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 4.7.1.1.10 Credit/Cancel Records
 - 4.7.1.1.11 Usage for Voice Mail Message Service
 - 4.7.1.2 Rated Incollets (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets will not be packed separately.
 - 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Level 3.
 - 4.7.1.4 In the event that Level 3 detects a duplicate on ODUF they receive from BellSouth, Level 3 will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to Level 3 via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

- 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission as set forth in Section 3.10.1 above.
- 4.7.2.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.
The data will be packed using ATIS EMI records.
- 4.7.4 ODUF Pack Rejection
 - 4.7.4.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.
- 4.7.5 ODUF Control Data
 - 4.7.5.1 Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.
- 4.7.6 ODUF Testing
 - 4.7.6.1 Upon request from Level 3, BellSouth shall send ODUF test files to Level 3. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Level 3 set up a production (live) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on ODUF. These test calls are logged by Level 3, and the logs are provided to BellSouth. These logs will be used to verify the

files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

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

5.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Level 3 has purchased from BellSouth

5.4 Charges for ADUF will appear on Level 3's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Level 3 will be billed at the ADUF rates that are in effect at the end of the previous month.

5.5 **[7-12: LEVEL 3 PROPOSES ADDING THE LANGUAGE IN BOLD; BST PROPOSES STRIKING THE LANGUAGE IN BOLD]** Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages **that prevent processing by Level 3 within its systems as determined by Level 3**, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.

5.6 ADUF Messages To Be Transmitted

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

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Level 3.

5.6.3 In the event that Level 3 detects a duplicate on ADUF they receive from BellSouth, Level 3 will drop the duplicate message and will not return the duplicate to BellSouth.

5.6.4 ADUF Physical File Characteristics

- 5.6.4.1 ADUF will be distributed to Level 3 via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission as set forth in Section 3.10.1 above.
- 5.6.4.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.
- 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 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.
 - 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.
The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
 - 5.6.6.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.
- 5.6.7 ADUF Control Data
 - 5.6.7.1 Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.
- 5.6.8 ADUF Testing

5.6.8.1 Upon request from Level 3, BellSouth shall send a test file of generic data to Level 3 via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

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

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

6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on Level 3's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. Level 3 will be billed at the EODUF rates that are in effect at the end of the previous month.

6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.6 **[7-12: LEVEL 3 PROPOSES ADDING THE LANGUAGE IN BOLD; BST PROPOSES STRIKING THE LANGUAGE IN BOLD]** Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages **that prevent processing by Level 3 within its systems as determined by Level 3**, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.

6.7 The following specifications shall apply to the EODUF feed.

6.7.1 Usage To Be Transmitted

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

6.7.1.1.1 Customer usage data for flat rated local call originating from Level 3's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

6.7.1.1.2 Date of Call

6.7.1.1.3 From Number

6.7.1.1.4 To Number

- 6.7.1.1.5 Connect Time
- 6.7.1.1.6 Conversation Time
- 6.7.1.1.7 Method of Recording
- 6.7.1.1.8 From RAO
- 6.7.1.1.9 Rate Class
- 6.7.1.1.10 Message Type
- 6.7.1.1.11 Billing Indicators
- 6.7.1.1.12 Bill to Number
- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Level 3.
- 6.7.1.3 In the event that Level 3 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
 - 6.7.2.1 The EODUF feed will be distributed to Level 3 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Level 3's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Level 3's end for the purpose of data transmission will be the responsibility of Level 3.

6.7.3 Packing Specifications

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

6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUFC/MDS - Kentucky															
CATEGORY	RATE ELEMENTS	Interim Zone	BCS	USOC	Rec	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	First						
ACCESS DAILY USAGE FILE (ADUF)															
	ADUF- Message Processing, per message				0.001867										
OPTIONAL DAILY USAGE FILE (ODUF)															
	ADUF- Data Transmission (CONNECT DIRECT), per message				0.00012447										
	ODUF- Recording, per message				0.00000136										
	ODUF- Message Processing, per message				0.002806										
	ODUF- Message Processing, per Magnetic Tape provisioned				35.90										
	ODUF- Data Transmission (CONNECT DIRECT), per message				0.00010372										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS- Message Processing, per message				0.004										
	CMDS- Data Transmission (CONNECT DIRECT), per message				0.001										

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

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Attachment 9
Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. The following Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

ATTACHMENT 9

BellSouth Service Quality Measurement Plan (SQM)

Kentucky Performance Metrics

**Measurement Descriptions
Version 1.00**

Issue Date: December 18, 2001

This version of the Kentucky SQM reflects the Order in GA Docket 7892-U. Some of the measures, business rules, disaggregations and/or exclusions are under development and will be reflected in the monthly reports in the near future.

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM. **This version of the SQM reflects the Order of the Georgia Public Service Commission in Docket 7892-U dated January 12, 2001.**

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Kentucky PSC.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Help folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Preliminary SEEM reports will be posted on the same day as the SQM validated reports. Validated SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports and preliminary SEEM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th.

1. Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Kentucky Public Service Commission (KPSC) will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the KPSC as soon as possible after the last day of each month.

Revision History

Version	Issue Date	Changes
V1.00	Nov 18, 2001	Initial BellSouth Proposal

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c ÷ d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	<ul style="list-style-type: none"> • Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	<ul style="list-style-type: none"> • Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime 	<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • $\geq 99.5\%$

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BST	x
SONGS	CLEC/BST	x
ATLAS/COFFI	CLEC/BST	x
BOCRIS	CLEC/BST	x
DSAP	CLEC/BST	x
RSAG	CLEC/BST	x
SOCS	CLEC/BST	x
CRIS	CLEC/BST	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)
SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA 	<ul style="list-style-type: none"> • Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BST & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c ÷ d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is ≤ 4, > 4 ≤ 10, ≥ 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		≤ 4	> 4 ≤ 10	≤ 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

OSS-4: Response Interval (Maintenance & Repair)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 - 1 day
 - >1 - 2 days
 - >2 - 3 days
 - 0 - ≤ 3 days
 - >3 - 6 days

- >6 – 10 days
- > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Total Number of Inquiries • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% in 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% in 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUs:
 - 0 - 1 minute
 - >1 - 5 minutes
 - 0 - ≤ 5 minutes
 - > 5 - 8 minutes
 - > 8 - 15 minutes
 - > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Legacy Contract • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loop 	<ul style="list-style-type: none"> • 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – ≤10 minutes
 - >10 – ≤20 minutes
 - >20 – ≤30 minutes
 - 0 – ≤30 minutes
 - >30 – ≤45 minutes
 - >45 – ≤60 minutes
 - >60 – ≤120 minutes
 - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report month • Record of functional acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• EDI	<ul style="list-style-type: none"> • EDI - 90% within 30 minutes (05/01/01) - 95% within 30 minutes (08/01/01)
• TAG	<ul style="list-style-type: none"> • TAG – 95% within 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI	<ul style="list-style-type: none"> • EDI - 90% within 30 minutes (05/01/01) - 95% within 30 minutes (08/01/01)
• TAG	<ul style="list-style-type: none"> • TAG – 95% within 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = $(a \div b) \times 100$

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• EDI• TAG	<ul style="list-style-type: none">• Benchmark: 100%

O-2: Acknowledgement Message Completeness

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|---|--|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentions and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

$$\text{Percent Flow Through} = a \div [b - (c + d + e + f)] \times 100$$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

$$\text{Percent Achieved Flow Through} = a \div [b - (c + d + e)] \times 100$$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance:
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors By Type <ul style="list-style-type: none"> - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|---|--|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentions and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a \div [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a \div [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark ^a
<ul style="list-style-type: none"> • Residence 	<ul style="list-style-type: none"> • Benchmark: 95%

SQM Level of Disaggregation	Retail Analog/Benchmark ^a
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ^a
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received • Total Number of Errors by Type (by error code) <ul style="list-style-type: none"> - CLEC Caused Error 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type (by error code) <ul style="list-style-type: none"> - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

NA

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow-Through Matrix

LSR Flow-Through Matrix

Product	FT ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴	Comments
2 wire analog DID trunk port	No	UNE	Yes	NA	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	
2 wire ISDN digital line side port	No	UNE	Yes	NA	N	N	N	
2 wire ISDN digital loop	Yes	UNE	Yes	No	Y	Y	N	
3 Way Calling	Yes	No	No	No	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	No	Y	Y	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	NA	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	
ADSL	Yes	UNE	No	No	Y	Y	N	
Area Plus	Yes	No	No	No	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	
Call Block	Yes	No	No	No	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	
DS3	No	UNE	Yes	NA	N	N	N	
DS1 Loop	Yes	UNE	Yes	No	Y	Y	N	
DSO Loop	Yes	UNE	Yes	No	Y	Y	N	
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	
ESSX	No	Yes	Yes	NA	N	N	N	
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	
FLEXSERV	No	Yes	Yes	NA	N	N	N	
Frame Relay	No	Yes	Yes	NA	N	N	N	
FX	No	Yes	Yes	NA	N	N	N	
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	

Product	F/T ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴	Comments
HDSL	Yes	UNE	No	No	Y	Y	N	
Hunting MLH	No	C/S ⁴	C/S	Yes	Y	Y	N	
Hunting Series Completion	Yes	C/S	C/S	No	Y	Y	Y	
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	
LightGate	No	Yes	Yes	NA	N	N	N	
Line Sharing	Yes	UNE	No	No	Y	Y	N	
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	
Loop+INP	Yes	UNE	No	No	Y	Y	N	
Loop+LNP	Yes	UNE	No	No	Y	Y	N	
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	
Megalink	No	Yes	Yes	NA	N	N	N	
Megalink-T1	No	Yes	Yes	NA	N	N	N	
Memory Call	Yes	No	No	No	Y	Y	Y	
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	
Multiserv	No	Yes	Yes	NA	N	N	N	
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	
Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	
Pay Phone Provider	No	No	No	NA	N	N	N	
PBX Standalone ACT A,C, D	No	Yes	Yes	Yes	Y	Y	N	
PBX Trunks	No	Yes	Yes	Yes	Y	Y	N	
Port/Loop Combo	Yes	UNE	No	No	Y	Y	Y	
Port/Loop PBX	No	No	No	Yes	Y	Y	N	
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	
RCF Basic	Yes	No	No	No	Y	Y	Y	
Remote Access to CF	Yes	No	No	No	Y	Y	Y	
Repeat Dialing	Yes	No	No	No	Y	Y	Y	
Ringmaster	Yes	No	No	No	Y	Y	Y	
Smartpath	No	Yes	Yes	NA	N	N	N	
SmartRING	No	Yes	Yes	NA	N	N	N	
Speed Calling	Yes	No	No	No	Y	Y	Y	
Synchronet	No	Yes	Yes	Yes	Y	Y	N	
Tie Lines	No	Yes	Yes	NA	N	N	N	
Touchtone	Yes	No	No	No	Y	Y	Y	

Product	FT ³	Complex Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LENS ⁴	Comments
Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	No	Y	Y	Y	
WATS	No	Yes	Yes	NA	N	N	N	
XDSL	Yes	UNE	No	No	Y	Y	N	
XDSL Extended LOOP	No	UNE	Yes	NA	N	N	N	
Collect Call Block	Yes	No	No	No	Y	Y	Y	
900 Call Block	Yes	No	No	No	Y	Y	Y	
3rd Party Call Block	Yes	No	No	No	Y	Y	Y	
Three Way Call Block	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Change	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Freeze	Yes	No	No	No	Y	Y	Y	

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note²: The TAG column includes those LSRs submitted via Robo TAG

Note³: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Intentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note⁴: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note⁵: EELs are manually ordered.

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered “rejected” when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of “Rejects” in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

Percent Rejected Service Requests = $(a \div b) \times 100$

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> • Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-7: Percent Rejected Service Requests

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
 - State
 - Region
- Mechanized:
 - 0 - ≤ 4 minutes
 - >4 - ≤ 8 minutes
 - >8 - ≤ 12 minutes
 - >12 - ≤ 60 minutes
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - >24 hours
- Partially Mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - >24 hours
- Non-mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - > 24 hours
- Trunks:
 - ≤ 4 days
 - >4 - ≤ 8 days
 - >8 - ≤ 12 days
 - >12 - ≤ 14 days
 - >14 - ≤ 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month <ul style="list-style-type: none"> • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Non-Design • Local Interoffice Transport • UNE Other Design 	<ul style="list-style-type: none"> • Mechanized: <ul style="list-style-type: none"> - 97% within 1 Hour • Partially Mechanized: <ul style="list-style-type: none"> - 85% within 24 hours - 85% within 18 Hours (05/01/01) - 85% within 10 Hours (08/01/01) • Non-Mechanized: - 85% within 24 hours
<ul style="list-style-type: none"> • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Trunks: - 85% within 4 Days

O-8: Reject Interval

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Fully Mechanized 	<ul style="list-style-type: none"> • 97% ≤ 1 hour
<ul style="list-style-type: none"> • Partially Mechanized 	<ul style="list-style-type: none"> • 85% within 24 hours • 85% within 18 hours (05/01/01) • 85% within 10 hours (08/01/01)
<ul style="list-style-type: none"> • Non-Mechanized 	<ul style="list-style-type: none"> • 85% within 24 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - ≤ 15 minutes
 - >15 - ≤ 30 minutes
 - >30 - ≤ 45 minutes
 - >45 - ≤ 60 minutes
 - >60 - ≤ 90 minutes
 - >90 - ≤ 120 minutes
 - >120 - ≤ 180 minutes
 - 0 - ≤ 3 hours
 - >3 - ≤ 6 hours
 - >6 - ≤ 12 hours
 - >12 - ≤ 24 hours
 - >24 - ≤ 48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - >24 - ≤ 48 hours
 - >48 hours
- Non-Mechanized
 - 0 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - >24 - ≤ 36 hours
 - 0 - ≤ 36 hours
 - >36 - ≤ 48 hours
 - >48 hours
- Trunks:
 - 0 - ≤ 5 days
 - >5 - ≤ 10 days
 - 0 - ≤ 10 days
 - >10 - ≤ 15 days
 - >15 - ≤ 20 days
 - >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total Number of LSRs • State and Region • Total Number of ASRs (Trunks) 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport 	<ul style="list-style-type: none"> • Mechanized: - 95% within 3 Hours • Partially Mechanized: <ul style="list-style-type: none"> - 85% within 24 hours - 85% within 18 Hours (05/01/01) - 85% within 10 Hours (08/01/01) • Non-Mechanized: - 85% within 36 hours
<ul style="list-style-type: none"> • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Trunks: - 95% within 10 days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Fully Mechanized 	<ul style="list-style-type: none"> • 95% within 3 hours
<ul style="list-style-type: none"> • Partially Mechanized 	<ul style="list-style-type: none"> • 85% within 24 hours • 85% within 18 Hours (05/01/01) • 85% within 10 Hours (08/01/01)

SEEM Disaggregation	SEEM Analog/Benchmark
• Non-Mechanized	• 85% within 36 hours
• IC Trunks	• 95% within 10 days

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c ÷ d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e ÷ f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Intervals
 - 0 – ≤ 3 days
 - >3 – ≤ 5 days
 - 0 – ≤ 5 days
 - >5 – ≤ 7 days
 - >7 – ≤ 10 days
 - >10 – ≤ 15 days
 - >15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Total Number of Requests • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport 	<ul style="list-style-type: none"> • 95% Returned within 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

Firm Order Confirmation / Reject Response Completeness = $(a \div b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = $[(a + b) \div c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non – Design • 2W Analog Loop w/ INP Design • 2W Analog Loop w/ INP Non – Design • 2W Analog Loop w/ LNP Design • 2W Analog Loop w/ LNP Non – Design • UNE Loop and Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non - Design • Local Interoffice Transport • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Fully Mechanized 	<ul style="list-style-type: none"> • 95% Returned

O-11: Firm Order Confirmation and Reject Response Completeness

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = $(a \div b)$

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
 - Business Service Center
 - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
Aggregate <ul style="list-style-type: none"> • CLEC – Local Carrier Service Center • BellSouth <ul style="list-style-type: none"> - Business Service Center - Residence Service Center 	<ul style="list-style-type: none"> • Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-12: Speed of Answer in Ordering Center

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = $(a \div b) \times 100$

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • LNP • UNE Loop w/LNP 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as “Projects”.
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e ÷ f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
 - 0 - ≤ 4 minutes
 - >4 - ≤ 8 minutes
 - >8 - ≤ 12 minutes
 - >12 - ≤ 60 minutes
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 10 hours
 - 0 - ≤ 10 hours
 - >10 - ≤ 18 hours
 - 0 - ≤ 18 hours
 - >18 - ≤ 24 hours
 - > 24 hours
- Non-Mechanized:
 - 0 - ≤ 1 hour
 - >1 - ≤ 4 hours
 - >4 - ≤ 8 hours
 - >8 - ≤ 12 hours
 - >12 - ≤ 16 hours
 - >16 - ≤ 20 hours
 - >20 - ≤ 24 hours
 - 0 - ≤ 24 hours
 - >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • LNP • UNE Loop with LNP 	<ul style="list-style-type: none"> • Mechanized: 97% within 1 Hour • Partially Mechanized: 85% within 24 Hours • Partially Mechanized: 85% within 18 Hours (05/01/01) • Partially Mechanized: 85% within 10 Hours (08/01/01) • Non-Mechanized: 85% within 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects".
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance.

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
 - 0 - ≤15 minutes
 - >15 - ≤30 minutes
 - >30 - ≤45 minutes
 - >45 - ≤60 minutes
 - >60 - ≤90 minutes
 - >90 - ≤120 minutes
 - >120 - ≤180 minutes
 - 0 - ≤3 hours
 - >3 - ≤6 hours
 - >6 - ≤12 hours
 - >12 - ≤24 hours
 - >24 - ≤48 hours
 - >48 hours
- Partially Mechanized:
 - 0 - ≤4 hours
 - >4 - ≤8 hours
 - >8 - ≤10 hours
 - 0 - ≤10 hours
 - >10 - ≤18 hours
 - 0 - ≤18 hours
 - >18 - ≤24 hours
 - 0 - ≤24 hours
 - >24 - ≤48 hours
 - >48 hours
- Non-Mechanized:
 - 0 - ≤4 hours
 - >4 - ≤8 hours
 - >8 - ≤12 hours
 - >12 - ≤16 hours
 - >16 - ≤20 hours
 - >20 - ≤24 hours
 - >24 - ≤36 hours
 - 0 - ≤36 hours
 - >36 - ≤48 hours
 - >48 hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month <ul style="list-style-type: none"> • Total Number of LSRs • Total Number of FOCs • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • LNP • UNE Loop with LNP 	<ul style="list-style-type: none"> • Mechanized: 95% within 3 Hours • Partially Mechanized: 85% within 24 Hours • Partially Mechanized: 85% within 18 Hours (05/01/01) • Partially Mechanized: 85% within 10 Hours (08/01/01) • Non-Mechanized: 85% within 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = $a \div b$

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = $(c \div d) \times 100$

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, ≥ 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c ÷ d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e ÷ f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark:
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% ≥ 48 Hours

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3: Percent Missed Installation Appointments

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = $(a \div b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits \geq 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

Report Explanation: The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition

The “average completion interval” measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth’s actual order completion date. This includes all delays for BellSouth’s CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15- 19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, $\geq 30 = 30$ and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = Order Issue Date

Average Completion Interval = (c ÷ d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,3,4,5,5+
- UNE and Design reported in day intervals =0-5,5-10,10-15,15-20,20-25,25-30, ≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Application Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations <ul style="list-style-type: none"> - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based 	• Retail Residence and Business <ul style="list-style-type: none"> - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
<ul style="list-style-type: none"> • UNE Combo Other <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	<ul style="list-style-type: none"> • Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c ÷ d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0-1,2-4,4-8,8-12,12-24, ≥ 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 = 1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line / circuits; ≥ 10 line/circuits (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) • Work Completion Date (cmplt_n_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number (so_nbr) • Work Completion Date (cmplt_n_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	• Retail Residence and Business (POTS Excluding Switch-Based Orders) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations <ul style="list-style-type: none"> - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based 	• Retail Residence and Business <ul style="list-style-type: none"> - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
<ul style="list-style-type: none"> • UNE Combo Other <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In) 	<ul style="list-style-type: none"> • Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) <ul style="list-style-type: none"> - Dispatch - Non-Dispatch (Dispatch In)
<ul style="list-style-type: none"> • UNE xDSL (HDSL, ADSL and UCL) 	<ul style="list-style-type: none"> • ADSL Provided to Retail
<ul style="list-style-type: none"> • UNE ISDN 	<ul style="list-style-type: none"> • Retail ISDN BRI
<ul style="list-style-type: none"> • UNE Line Sharing 	<ul style="list-style-type: none"> • ADSL Provided to Retail
<ul style="list-style-type: none"> • UNE Other Design 	<ul style="list-style-type: none"> • Retail Design
<ul style="list-style-type: none"> • UNE Other Non-Design 	<ul style="list-style-type: none"> • Retail Residence and Business
<ul style="list-style-type: none"> • Local Transport (Unbundled Interoffice Transport) 	<ul style="list-style-type: none"> • Retail DS1/DS3 Interoffice
<ul style="list-style-type: none"> • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

"0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = $(a \div b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Committed Due Date (DD) • FOC End Timestamp • Report Month • CLEC Order Number and PON • Geographic Scope <ul style="list-style-type: none"> - State / Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop-Non-Design • 2W Analog Loop w/LNP - Design • 2W Analog Loop w/LNP- Non-Design • 2W Analog Loop w/INP-Design • 2W Analog Loop w/INP-Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop >=DS1 • UNE Loop + Port Combinations • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

P-6: % Completions/Attempts without Notice or < 24 hours Notice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested BellSouth to provide a coordinated cut over.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c ÷ d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, ≥15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cut over Start Time • Cut over Completion Time • Portability Start and Completion Times (INP orders) • Total Conversions (Items) <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
<ul style="list-style-type: none"> • Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP 	<ul style="list-style-type: none"> • 95% ≤ 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Unbundled Loops 	<ul style="list-style-type: none"> • 95% ≤ 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop.

Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval. ≤ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

Calculation

% within Interval = $(a \div b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = $(c - d)$

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = $(e \div f)$

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate
Reported in intervals of early, on time and late cuts % ≤ 15 minutes; % >15 minutes, ≤30 minutes; % >30 minutes, plus Overall Average Interval

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cut over Scheduled Start Time • Cut over Actual Start Time • Total Conversions Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
<ul style="list-style-type: none"> • Product Reporting Level <ul style="list-style-type: none"> - SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific 	<ul style="list-style-type: none"> • 95% Within + or – 15 minutes of Scheduled Start Time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> - UNE Loops 	<ul style="list-style-type: none"> • 95% Within + or – 15 minutes of Scheduled Start time

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c ÷ d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • CLEC Acceptance Conflict (CLEC_CONFLICT) • CLEC Conflict Resolved (CLEC_RESOLVE) • CLEC Conflict MFC (CLEC_CONFLICT_MFC) • Total Conversion Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • None

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = $(a \div b) \times 100$

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) • PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Total Conversion Circuits <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
<ul style="list-style-type: none"> • UNE Loop Design • UNE Loop Non-Design 	<ul style="list-style-type: none"> • ≤ 5%

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • UNE Loops 	<ul style="list-style-type: none"> • $\leq 5\%$

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

Definition

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Tested = $(a \div b) \times 100$

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name (OCN) • CLEC Order Number (so_nbr) and PON (PON) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Acceptance Testing Completed (ACCEPT_TESTING) • Acceptance Testing Declined (ACCEPT_TESTING) • Total xDSL Orders <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • No BellSouth analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	Retail Analog/Benchmark:
<ul style="list-style-type: none"> • UNE xDSL <ul style="list-style-type: none"> - ADSL - HDSL - UCL - OTHER 	<ul style="list-style-type: none"> • 95% of Lines Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation:	SEEM Analog/Benchmark:
• UNE xDSL	• 95% of Lines Tested

P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

P-9: % Provisioning Troubles within 30 days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = (a ÷ b) X 100

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence 	<ul style="list-style-type: none"> • Retail Residence

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS - Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non -Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

P-9: % Provisioning Troubles within 30 days of Service Order Completion

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-10: Total Service Order Cycle Time (TSOCT)

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Switch Ports • UNE Loop + Port Combinations • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • UNE Digital Loops < DS1 • UNE Digital Loops ≥ DS1 • Local Transport (Unbundled Interoffice Trans port) • Local Interconnection Trunks 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

P-10: Total Service Order Cycle Time (TSOCT)

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-10: Total Service Order Cycle Time (TSOCT)

P-11: Service Order Accuracy

Definition

The “service order accuracy” measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Calculation

Percent Service Order Accuracy = $(a \div b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity 	<ul style="list-style-type: none"> • No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark:
<ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Design (Specials) • UNE Specials (Design) • UNE (Non-Design) • Local Interconnection Trunks 	<ul style="list-style-type: none"> • 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation:	SEEM Analog/Benchmark:
• Not Applicable	• Not Applicable

P-12: LNP-Percent Missed Installation Appointments

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

Calculation

$$\text{LNP Percent Missed Installation Appointments} = (a \div b) \times 100$$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State/Region
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)

Report explanation: Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMLPTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• LNP	• Retail Residence and Business (POTS)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	• 95% Due Dates Met ^a

^aDue to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date & time

Average Disconnect Timeliness Interval = (c ÷ d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Disconnect Timeliness Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State, Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Order Number • Telephone Number / Circuit Number • Committed Due Date • Receipt Date / Time (ESI Number Manager) • Date/Time of Recent Change Notice 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	SQM Retail Analog/Benchmark:
• LNP	• 95% within 15 Minutes

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-14: LNP-Total Service Order Cycle Time (TSOCT)

Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 lines/circuits; ≥lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • LNP 	<ul style="list-style-type: none"> • Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = $(a \div b) \times 100$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • BellSouth Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

Percent of initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = $(a \div b) \times 100$

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMLPTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BellSouth Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

Average Maintenance Duration = (c ÷ d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience:	Relating to BellSouth Performance:
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMLPTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Resale Residence 	<ul style="list-style-type: none"> • Retail Residence
<ul style="list-style-type: none"> • Resale Business 	<ul style="list-style-type: none"> • Retail Business

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report

Calculation

Percent Repeat Troubles within 30 Days = $(a \div b) \times 100$

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = $(a \div b) \times 100$

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

Report Structure

- Dispatch / Non - Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non-Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

Definition

This measures the average time a customer is in queue when calling a BellSouth Repair Center.

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c ÷ d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• CLEC Average Answer Time	• BellSouth Average Answer Time

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-6: Average Answer Time – Repair Centers

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

Exclusions

None

Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC "Customer Guide" which is published on the internet at: www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

Mean Time to Notify CLEC = (c ÷ d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification 	<ul style="list-style-type: none"> • Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
<ul style="list-style-type: none"> • BellSouth Aggregate • CLEC Aggregate • CLEC Specific 	<ul style="list-style-type: none"> • Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation

$$\text{Invoice Accuracy} = [(a - b) \div a] \times 100$$

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> - UNE - Resale - Interconnection • Total Billed Revenue • Billing Related Adjustments 	<ul style="list-style-type: none"> • Report month • Retail Type <ul style="list-style-type: none"> - CRIS - CABS • Total Billed Revenue • Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Product / Invoice Type - Resale - UNE - Interconnection 	<ul style="list-style-type: none"> • CLEC Invoice Accuracy is comparable to BellSouth Invoice Accuracy

B-1: Invoice Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC State • BellSouth State 	<ul style="list-style-type: none"> • Parity with Retail

B2: Mean Time to Deliver Invoices

Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Exclusions

Any invoices rejected due to formatting or content errors.

Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c ÷ d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report month • Invoice Type <ul style="list-style-type: none"> - UNE - Resale - Interconnection • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report month • Invoice Type <ul style="list-style-type: none"> - CRIS - CABS • Invoice Transmission Count • Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Product / Invoice Type <ul style="list-style-type: none"> • Resale • UNE • Interconnection 	<ul style="list-style-type: none"> • CRIS-based invoices will be released for delivery within six (6) business days. • CABS-based invoices will be released for delivery within eight (8) calendar days. • CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • CLEC State <ul style="list-style-type: none"> - CRIS - CABS • BellSouth Region 	<ul style="list-style-type: none"> • Parity with Retail

B2: Mean Time to Deliver Invoices

B3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy = $(a - b) \div a \times 100$

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • CLEC Usage Data Delivery Accuracy is comparable to BellSouth Usage Data Delivery Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none">• CLEC State• BellSouth Region	<ul style="list-style-type: none">• Parity with Retail

B3: Usage Data Delivery Accuracy

B4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = $(a \div b) \times 100$

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • CLEC Usage Data Delivery Completeness is comparable to BellSouth Usage Data Delivery Completeness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B4: Usage Data Delivery Completeness

B5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Timeliness Current month = $(a \div b) \times 100$

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • CLEC Usage Data Delivery Timeliness is comparable to BellSouth Usage Data Delivery Timeliness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B5: Usage Data Delivery Timeliness

B6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

$$\text{Mean Time to Deliver Usage} = (a \times b) \div c$$

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> - BellSouth Recorded - Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B6: Mean Time to Deliver Usage

B7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = $(a \div b) \times 100$

- a = Count of fractional recurring charges that are on the correct bill¹
- b = Total count of fractional recurring charges that are on the correct bill

¹Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report month • Invoice type • Total recurring charges billed • Total billed on time 	<ul style="list-style-type: none"> • Report month • Retail Analog • Total recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Product/Invoice Type	
<ul style="list-style-type: none"> • Resale 	<ul style="list-style-type: none"> • Parity
<ul style="list-style-type: none"> • UNE 	<ul style="list-style-type: none"> • Benchmark 90%
<ul style="list-style-type: none"> • Interconnection 	<ul style="list-style-type: none"> • Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B7: Recurring Charge Completeness

B8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = $(a \div b) \times 100$

- a = Count of non-recurring charges that are on the correct bill¹
- b = Total count of non-recurring charges that are on the correct bill

¹Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report month • Invoice type • Total non-recurring charges billed • Total billed on time 	<ul style="list-style-type: none"> • Report month • Retail Analog • Total non-recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B8: Non-Recurring Charge Completeness

Section 6: Operator Services And Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer - Toll = $a \div b$

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

OS-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Toll

Note: While this measure is designed to capture the percentage of calls that are answered in 10 seconds, consistent with the Georgia metric adopted by this Commission, the Kentucky Administrative Regulations, Section 22(1), require that BellSouth provide adequate personnel to insure that the average speed of answering operator assisted calls and operator number identification (ONI) calls will not exceed eight (8) seconds.

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	Retail Analog/Benchmark:
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Toll

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = $a \div b$

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Directory Assistance (DA)

DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Directory Assistance (DA)

Note: While this measure is designed to capture the percentage of calls that are answered in 12 seconds, consistent with the corresponding Georgia metric, as ordered by this Commission, the Kentucky Administrative Regulations, Section 22(1), require that BellSouth provide adequate personnel to insure that the average speed of answering operator assisted calls and operator number identification (ONI) calls will not exceed eight (8) seconds

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
- State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c ÷ d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Database File Submission Time • Database File Update Completion Time • CLEC Number of Submissions • Total Number of Updates 	<ul style="list-style-type: none"> • Database File Submission Time • Database File Update Completion Time • BellSouth Number of Submissions • Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	Retail Analog/Benchmark:
Database Type <ul style="list-style-type: none"> • LIDB • Directory Listings • Directory Assistance 	<ul style="list-style-type: none"> • Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

$$\text{Percent Update Accuracy} = (a \div b) \times 100$$

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • CLEC Order Number (so_nbr) and PON (PON) • Local Service Request (LSR) • Order Submission Date • Number of Orders Reviewed <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark:
Database Type <ul style="list-style-type: none"> • LIDB • Directory Assistance • Directory Listings 	<ul style="list-style-type: none"> • 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINS) document.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = $(a \div b) \times 100$

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Company Name • Company Code • NPA/NXX • LERG Effective Date • Loaded Date 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> Geographic scope - Region 	<ul style="list-style-type: none"> 100% by LERG effective date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Timeliness} = (a \div b) \times 100$$

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-1: Timeliness

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Accuracy} = (a \div b) \times 100$$

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

$$\text{E911 Interval} = (a - b)$$

- a = Date and time of batch order completion
- b = Date and time of batch order submission

$$\text{E911 Mean Interval} = (c \div d)$$

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation
Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group 	<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Aggregate Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
<ul style="list-style-type: none"> • CLEC aggregate • BellSouth aggregate 	<ul style="list-style-type: none"> • Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
<ul style="list-style-type: none">• CLEC aggregate• BellSouth aggregate	<ul style="list-style-type: none">• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

TGP-1: Trunk Group Performance-Aggregate

TGP-2: Trunk Group Performance-CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation:

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
 - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group 	<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Aggregate Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
<ul style="list-style-type: none"> • CLEC trunk group 	<ul style="list-style-type: none"> • Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
<ul style="list-style-type: none"> • CLEC trunk group • BellSouth trunk group 	<ul style="list-style-type: none"> • Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

Section 10: Collocation

C-1: Collocation Average Response Time

Note: While the disaggregation levels and performance intervals for this measure are consistent with the corresponding Georgia metric, as ordered by this Commission, the current Kentucky Collocation Tariff is based on the FCC collocation interval guidelines.

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c ÷ d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical-Cageless-Initial • Physical Cageless-Augment 	<ul style="list-style-type: none"> • Virtual - 20 Calendar Days • Physical Caged - 30 Calendar Days • Physical Cageless - 30 Calendar Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-1: Collocation Average Response Time

C-2: Collocation Average Arrangement Time

Note: While the disaggregation levels and performance intervals for this measure are consistent with the corresponding Georgia metric, as ordered by this Commission, the current Kentucky Collocation Tariff is based on the FCC collocation interval guidelines.

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c ÷ d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period.

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment 	<ul style="list-style-type: none"> • Virtual - 50 Calendar Days (Ordinary) • Virtual - 75 Calendar Days (Extraordinary) • Physical Caged - 90 Calendar Days • Physical Cageless - 60 Calendar Days (Ordinary) • Physical Cageless - 90 Calendar Days (Extraordinary)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

% of Due Dates Missed = $(a \div b) \times 100$

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment 	<ul style="list-style-type: none"> • $\geq 95\%$ on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • All Collocation Arrangements 	<ul style="list-style-type: none"> • $\geq 95\%$ on time.

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = $(a \div b) \times 100$

- a = Total number of Change Management Notifications Sent Within Required Time frames
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Region	• 95% ≥ 30 days of Release

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% ≥ 30 days of Release

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c ÷ d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	Retail Analog/Benchmark:
• Region	• ≤ 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-2: Change Management Notice Average Delay Days

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = $(a \div b) \times 100$

- a = Change Management Documentation Sent Within Required Time frames after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	<ul style="list-style-type: none"> • 95% \geq 30 days if new features coding is required • 95% \geq 5 days for documentation defects, corrections or clarifications

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% \geq 30 days of the change

CM-3: Timeliness of Documents Associated with Change

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c ÷ d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Region	• ≤ 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-4: Change Management Documentation Average Delay Days

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth's verification that an outage has taken place. This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = $(a \div b) \times 100$

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
<ul style="list-style-type: none"> • Number of Interface Outages • Number of Notifications \leq 15 minutes 	<ul style="list-style-type: none"> • Not Applicable

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • By interface type for all interfaces accessed by CLECs 	<ul style="list-style-type: none"> • 97% in 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

Section 12: Bona Fide / New Business Request Process

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

Exclusions

Any application cancelled by the CLEC

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth completes application processing for Network Elements that are not operational at the time of the request.

Calculation

Percentage of BFR/NBR Requests Processed Within 30 Business Days = $(a \div b) \times 100$

- a = Count of number of requests processed within 30 days
- b = Total number of requests

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• 90% ≤ 30 business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	



SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

Exclusions

Requests that are subject to pending arbitration

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth responds back to the application with a price quote.

Calculation

Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days = $(a \div b) \times 100$

- a = Count of number of requests processed within "X" days
- b = Total number of requests
where "X" = 10, 30, or 60 days

Report Structure

- New Network Elements that are operational at the time of the request.
- New Network Elements that are ordered by the FCC.
- New Network Elements that are not operational at the time of the request.

Data Retained

- Report period
- Aggregate data

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
<ul style="list-style-type: none"> • Region 	<ul style="list-style-type: none"> • 90% ≤ 10/30/60 business days <ul style="list-style-type: none"> - Network Elements that are operational at the time of the request – 10 days - Network Elements that are Ordered by the FCC – 30 days - New Network Elements – 90 days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
 - DLR
 - DLETH
 - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State



- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

- Σ A mathematical symbol representing the sum of a series of values following the symbol.
- A mathematical operator representing subtraction.
- + A mathematical operator representing addition.
- \div A mathematical operator representing division.
- () Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

A

ACD: Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

Aggregate: Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

ALEC: Alternative Local Exchange Company = FL CLEC

ADSL: Asymmetrical Digital Subscriber Line

ASR: Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

ATLAS: Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

ATLASTN: ATLAS software contract for Telephone Number.

Auto Clarification: The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR: Bona Fide Request

BILLING: The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

BOCRIS: Business Office Customer Record Information System (Front-end to the CRIS database.)

BRI: Basic Rate ISDN

BRC: Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

BellSouth : BellSouth Telecommunications, Inc.

C

CABS: Carrier Access Billing System

CCC: Coordinated Customer Conversions

CCP: Change Control Process

Centrex: A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID: A unique identifier for elements combined in a service configuration

CLEC: Competitive Local Exchange Carrier

CLP: Competitive Local Provider = NC CLEC

CM: Change Management

CMDS: Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

COG: Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

CRIS: Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.

CRSACCTS: CRIS software contract for CSR information

CRSG: Complex Resale Support Group

C-SOTS: CLEC Service Order Tracking System

CSR: Customer Service Record

CTTG: Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

D

DA: Directory Assistance

DESIGN: Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

DISPOSITION & CAUSE: Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

DLETH: Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

DLR: Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

DS-0: The worldwide standard speed for one digital voice signal (64000 bps).

DS-1: 24 DS-0s (1.544Mb/sec., i.e. carrier systems)

DOE: Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

DOM: Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

DSAP: DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

DSAPDDI: DSAP software contract for schedule information.

DSL: Digital Subscriber Line

DUI: Database Update Information

E

E911: Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

EDI: Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX: BellSouth Centrex Service

F

Fatal Reject: LSRs electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC: Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

FX: Foreign Exchange

G

H

HAL: "Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

HALCRIS: HAL software contract for CSR information

HDSL: High Density Subscriber Loop/Line

I

ILEC: Incumbent Local Exchange Company

INP: Interim Number Portability

ISDN: Integrated Services Digital Network

IPC: Interconnection Purchasing Center

L

LAN: Local Area Network

LAUTO: The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

LCSC: Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Pre-ordering transactions along with associated expedite requests and escalations.

Legacy System: Term used to refer to BellSouth Operations Support Systems (see OSS)

LENS: Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

LEO: Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

LERG: Local Exchange Routing Guide

LESOG: Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

LFACS: Loop Facilities Assessment and Control System

LIDB: Line Information Database

LISC: Local Interconnection Service Center - The center that issues trunk orders.

LMOS: Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.

LMOS HOST: LMOS host computer

LMOSupd: LMOS updates

LMU: Loop Make-up

LMUS: Loop Make-up Service Inquiry

LNP: Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

LOOPS: Transmission paths from the central office to the customer premises.

LRN: Location Routing Number

LSR: Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

M

Maintenance & Repair: The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

MARCH: BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N

NBR: New Business Request

NC: “No Circuits” - All circuits busy announcement.

NIW: Network Information Warehouse

NMLI: Native Mode LAN Interconnection

NPA: Numbering Plan Area

NXX: The “exchange” portion of a telephone number.

O

OASIS: Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

OASISBSN: OASIS software contract for feature/service

OASISCAR: OASIS software contract for feature/service

OASISLPC: OASIS software contract for feature/service

OASISMTN: OASIS software contract for feature/service

OASISNET: OASIS software contract for feature/service

OASISOCP: OASIS software contract for feature/service

ORDERING: The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

OSPCM: Outside Plant Contract Management System - Provides Scheduling Information.

OSS: Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

OUT OF SERVICE: Customer has no dial tone and cannot call out.

P

PMAP: Performance Measurement Analysis Platform

PMQAP: Performance Measurement Quality Assurance Plan

PON: Purchase Order Number

POTS: Plain Old Telephone Service

PREDICTOR: The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

Preordering: The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI: Primary Rate ISDN

Provisioning: The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

PSIMS: Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

PSIMSORB: PSIMS software contract for feature/service.

Q**R**

RNS: Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS: Regional Ordering System

RRC: Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

RSAG: Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

RSAGADDR: RSAG software contract for address search.

RSAGTN: RSAG software contract for telephone number search.

S

SAC: Service Advocacy Center

SEEM: Self Effectuating Enforcement Mechanism

SOCS: Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.

SOG: Service Order Generator - Telcordia product designed to generate a service order for xDSL.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

T

TAFI: Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG: Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN: Telephone Number

Total Manual Fallout: The number of LSRs which are entered electronically but require manual entering into a service order generator.

U

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

V**W**

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

X**Y****Z**

Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Attachment 10**BellSouth Disaster Recovery Plan****CONTENTS**

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 **BONA FIDE REQUEST**

- 1.1 The Parties agree that Level 3 is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. **[11-1: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE] Subject to Section 1.1.1 and 1.1.2 below**, A Bona Fide Request (BFR) is to be used when Level 3 makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.

[11-1: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]

1.1.1 BFR Not Required. Where the FCC or Commission, in a generic order, has required or shall require BellSouth to offer a network element, interconnection option, or service option not covered in this Agreement, BellSouth shall offer to Level 3 said network element, interconnection option, or service option in the same fashion as required by the generic proceeding and without submission of a BFR. If BellSouth provides any network element, interconnection option, or service option, that is not identified in this Agreement to itself, to any BellSouth affiliate, or to any telecommunications carrier (including Level 3), BellSouth shall make available to Level 3, upon Level 3's request, and without submission of a BFR, the same network element, interconnection option, or service option.

[11-1: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]

1.1.2 To the extent possible, BellSouth will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR and to decrease the costs for the currently requested BFR. Where Section 1.1.1 applies, if Level 3's BFR requests an identical network element, interconnection option, or service option, BellSouth may require Level 3 to reimburse the initial requesting carrier a pro rata share of the Development Rate or Complex Evaluation Fee, as defined below. Similarly, if BellSouth or another CLEC avoids these Fees because Level 3 has already paid such costs for an identical network element, interconnection option, or service option, then BellSouth shall reimburse Level 3 a pro rata share of the Fees paid. For purposes of this Section, an "identical" request shall be one that is materially identical to a previous request with respect to the information provided.

1.2 **[11-1: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]**
Subject to 1.1.1 and 1.1.2 above, A BFR shall be submitted in writing by Level 3 and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include Level 3's designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to Level 3's designated BellSouth sales contact or Local Contract Manager.

1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time.
[11-2: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]

BellSouth agrees to confer with Level 3 to discuss the BFR to: (i) ensure that BellSouth properly understands Level 3's BFR, and (ii) inform Level 3 of the existence of any similar BFRs made by other parties. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Level 3 at any time during the processing of the BFR.

1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to Level 3 by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.

1.5 **[11-3: LEVEL 3 PROPOSES TO STRIKE ITALICIZED LANGUAGE]** *For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission,* if the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Level 3's requested date.

1.6 **[11-3: LEVEL 3 PROPOSES TO STRIKE ITALICIZED LANGUAGE]** *For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission,* if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to

expend extraordinary resources to evaluate the BFR, BellSouth shall notify Level 3 within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If Level 3 accepts the complex request evaluation fee proposed by BellSouth, Level 3 shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Level 3 by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

- 1.7 Level 3 may cancel a BFR at any time. If Level 3 cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If Level 3 cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.
- 1.8 Level 3 will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If Level 3 fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.
- 1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis.
- 1.9 **[11-4: LEVEL 3 PROPOSES TO STRIKE ITALICIZED LANGUAGE AND INSERT BOLDED LANGUAGE]**
Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, **(If applicable)** the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of Level 3's accurate BFR application for a network element, interconnection

option or service option **[11-1: LEVEL 3 PROPOSES TO STRIKE ITALICIZED LANGUAGE AND INSERT BOLDED LANGUAGE]** *that is operational at the time of the request; that meets the requirements of Section 1.1.1 and 1.1.2, within thirty (30) business days of receipt of Level 3's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Level 3's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.*

- 1.10 Level 3 shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate **[11-3: LEVEL 3 PROPOSES TO STRIKE ITALICIZED LANGUAGE]** *for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit Level 3's account for the difference.*
- [11-5: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE]** **Payment of the charges specified in this Attachment shall not be construed by BellSouth as a waiver of Level 3's right to invoke the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of Level 3's cancellation of a BFR, or the amount of nonrecurring charges paid.**
- 1.11 Unless Level 3 agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 1.12 If Level 3 believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, Level 3 shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing

true up upon an effective Commission order resolving the dispute. **[11-5: LEVEL 3 PROPOSES TO INSERT BOLDED LANGUAGE] In no event shall any dispute delay BellSouth proceeding with completing the BFR.** The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2.0 **NEW BUSINESS REQUEST**

2.1 Level 3 also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by Level 3 to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

2.2 An NBR shall be submitted in writing by Level 3 and shall specifically identify the requested 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. The request shall be sent to Level 3's designated BellSouth sales contact or Local Contract Manager.

2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from Level 3 at any time during the processing of the NBR.

- 2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to Level 3 by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Level 3's requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested NBR Services.
- 2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify Level 3 within ten (10) business days of BellSouth's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If Level 3 accepts the complex request evaluation fee amount proposed by BellSouth, Level 3 shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.
- 2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to Level 3 by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.
- 2.7 Level 3 may cancel an NBR at any time. If Level 3 cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If Level 3 cancels the NBR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 2.8 Level 3 will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If Level 3 fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of Level 3's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of Level 3's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 2.10 Level 3 shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit Level 3's account for the difference.
- 2.11 Unless Level 3 agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.
- 2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.

EXHIBIT C

4.1 BellSouth and Level 3 shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Level 3 shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. **Interconnection Compensation**

5.1 **Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic**

5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which the Party's customers may make calls which that Party rates as "local" in its customer tariffs.

5.1.2 Subject to the Parties' agreement to the terms of Sections 1.1.1 through 1.1.1.2, 1.2.1, 2.11.3.4, and 5.1 through 5.1.7, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

1/1/01 – 12/31/01	\$.00175 per MOU
1/1/02 – 12/31/02	\$.00150 per MOU
1/1/03 – 12/31/03	\$.00100 per MOU

Notwithstanding anything to the contrary in any prior agreement of the Parties, the compensation set forth in this Section shall not be paid retroactively to the expiration date of the Parties' prior interconnection agreement. The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the full term of this Agreement and that the Parties would not have mutually agreed to accept a single annual rate in any single year. Nothing in this Paragraph shall limit Level 3's rights pursuant to Section 5.1.3.3.

5.1.3 The Parties have been unable to agree upon whether dial-up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. ISP-bound Traffic is defined as dial-up calls to an ISP dialed using a local dialing pattern (7 or 10 digits) by the calling party to an ISP server (e.g., a modem bank) located in the LATA. However, without prejudice to either Party's position concerning the application

of reciprocal compensation to ISP-bound Traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP-bound Traffic at the same per minute of use rates set forth in Section 5.1.2. No switched access charges will be assessed in connection with ISP-bound Traffic as defined in this Section. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound Traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound Traffic exchanged between the parties prior to expiration of their predecessor interconnection agreements, which is hereby given; and (2) subject to the terms and conditions in Sections 1.1.1 through 1.1.1.2, 1.2.1, 2.11.3.4, and 5.1 through 5.1.7.

5.1.3.1 Notwithstanding any change in law provisions to the contrary, the inter-carrier compensation mechanism established in Section 5.1.3 shall continue at the rates set forth in Section 5.1.2 for the full term of this Agreement, except as provided for in this Section 5.1.3.1 and in Section 5.1.3.2. The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on inter-carrier compensation mechanisms on a generic basis (i.e., a decision that is expressly applicable to all carriers generally) for ISP-bound Traffic ("Subsequent Decisions"). Once such a Subsequent Decision is effective, either Party may request to renegotiate this Agreement with respect to the payment of compensation for ISP-bound Traffic. The Party receiving the request to renegotiate has thirty business days to choose, at its sole discretion, one of the following options: (1) to accept the compensation mechanism set forth in the Subsequent Decision and apply such mechanism to the remainder of the term of this Agreement, or (2) to choose to amend this Agreement to compensate all Local Traffic and ISP-bound Traffic at the rate of \$.001 per minute of use for the remainder of the term of this Agreement. Understanding that Sections 1.1.1 through 1.1.1.2, 1.2.1, and 2.11.3.4, and 5.1 through 5.1.7 are interrelated, the Parties agree they will renegotiate the terms set forth in all these Sections in the event that the receiving Party chooses option (1). Whichever choice the receiving party makes shall become effective three months after the Subsequent Decision is effective. In the event of such an amendment, there will be no true-up for compensation paid prior to the effective date of the amendment.

5.1.3.2 To the extent such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound Traffic set forth in Section 5.1.3 in violation of applicable federal or state law (e.g., the mechanism described herein is prohibited by law), the Parties agree to amend this Agreement within thirty (30) days of the effective date of any such Subsequent Decision to conform the inter-carrier compensation mechanism set forth in Section 5.1.3 with such Subsequent Decision. In the event of such an amendment, there will be no true-up for compensation paid prior to the effective date of the amendment. Understanding that Sections 1.1.1 through 1.1.1.2, 1.2.1, and 2.11.3.4, and 5.1 through 5.1.7 are interrelated, the Parties agree they will renegotiate the terms set forth in all these Sections in the event that such Subsequent Decisions render the inter-carrier compensation mechanism for ISP-bound Traffic set forth in Section 5.1.3 in violation of applicable federal or state law.

**Amendment to the Agreement
Between
Level 3 Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated January 1, 2001**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, LLC, (Level 3), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001, ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Level 3 entered into the Agreement on January 1, 2001, and;

WHEREAS, BellSouth and Level 3 desire replace the Term of the Agreement Section to the General Terms and Conditions, and;

WHEREAS, BellSouth and Level 3 desire replace Attachment 4-Collocation with a new Attachment 4-Collocation;

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

1. Section 2 Term of Agreement of the General Terms and Conditions of the Interconnection Agreement is deleted in its entirety and replaced with the following Section 2 Term of Agreement below:
 2. Term of the Agreement
 - 2.1 The term of this Agreement shall be through December 31, 2003 and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Upon mutual written agreement of the Parties, this Agreement may be renewed for such additional period of time as the Parties may agree.
 - 2.2 The Parties agree that if either Party provides notice of intent to renegotiate no later than one hundred and eighty (180) days prior, and no sooner than two hundred and seventy (270) days prior, to the expiration of this Agreement, they shall negotiate as soon as practicable with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated or arbitrated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

- 2.3 If, within one hundred and thirty-five (135) to one hundred and sixty (160) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale 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 and/or resale 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 and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective as of the date as stated in the Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties subsequently agree otherwise.
- 2.4 In those circumstances where a Party has delivered notice pursuant to Section 2.2, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and (i) the Parties are not involved in active good faith negotiations or mediation for a Subsequent Agreement, or (ii) no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Level 3 pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Level 3 pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date stated in the Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties subsequently agree otherwise.

2. The Parties agree to delete Attachment 4, Collocation including the Exhibits in their entirety and replace with a new Attachment 4, Collocation and Exhibits, as set forth in Exhibit 1 to this Amendment, attached hereto and incorporated herein by this reference.

3. All of the other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.

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

Signature Page

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

BellSouth Telecommunications, Inc.

Level 3 Communications, LLC

By: *ELA Shrivastava*

By: *K Paul*

Name: *Elizabeth R A Shrivastava*

Name: *Kevin Paul*

Title: *Director*

Title: *VP-Softswitch Deployment*

Date: *12-24-03*

Date: *December 23, 2003*
September 23, 2003

Level 3 Term and Collocation Amendment

[CCS Amendment 4 of 84]

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