

ATTACHMENT 3

LOCAL INTERCONNECTION

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LOCAL INTERCONNECTION

1 NETWORK INTERCONNECTION

- 1.1 The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service and exchange access service.
- 1.2 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
- 1.3 **AT&T must establish only one Point of Interconnection ("POI") within each LATA in which AT&T offers local exchange service. Under a LATAwide single POI arrangement, AT&T will terminate Local Traffic at such single POI destined for any end office in the LATA that subtends any one of the tandems operated by BellSouth. Additional POIs within a LATA may be established at AT&T's sole discretion. (AT&T's proposal)**
- 1.4 BellSouth shall interconnect to the AT&T network (*i.e.*, establish a POI) for the delivery of Local Traffic originating on the BellSouth network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&T Switch Center serving the terminating AT&T end user. (AT&T's proposal)
- 1.5 **Each Party shall compensate the terminating Party for any transport that is used to carry Local Traffic between the POI and a distant switch serving the terminating end user. Such transport shall be either Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating party. For purposes of this Attachment 3, every AT&T switch is deemed to be a tandem switch. (AT&T's proposal)**
- 1.6 **In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for both Party's traffic between the remote AT&T switch and a point (*i.e.*, a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Attachment. (AT&T's proposal)**
- 1.7 A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself

for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.

- 1.8 A Physical Point of Interface is the physical telecommunications interface between BellSouth and AT&T's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:
 - 1.8.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 - 1.8.2 It is a point where BellSouth and AT&T can verify and maintain specific performance objectives.
 - 1.8.3 It is specified accordingly to the interface offered in this Attachment 3.
- 1.9 **The Point of Interconnection is a location on the terminating party's network to which the interconnecting party terminates its trunks and is financially responsible for providing interconnection facilities. For purposes of accessing unbundled network elements, the Point of Interconnection is a location on BellSouth's network where AT&T accesses unbundled network elements. (AT&T's proposal)**
- 1.10 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.
- 1.11 Prices for interconnection facilities are contained in Exhibit A to this Attachment.

2 METHODS OF INTERCONNECTION

- 2.1 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Attachment 3.
- 2.2 Interconnection by one Party at the premises of the other Party.
 - 2.2.1 BellSouth shall provide collocation to AT&T pursuant to the terms set forth in Attachment 4 of this Agreement, incorporated herein by this reference. AT&T may, at its option, purchase such collocation at the

rates, terms, and conditions set forth in Attachment 4 of this Agreement, incorporated herein by this reference.

- 2.2.2 **AT&T, pursuant to the prices, terms and conditions contained in Exhibit B to this Attachment, incorporated herein by this reference, may permit BellSouth to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating BellSouth's local traffic. BellSouth may request installation of both cable and equipment, or cable only. (AT&T's proposal)**
- 2.3 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in this Attachment 3. At AT&T's request, it may lease separate facilities for the sole purpose of delivering undipped 8YY traffic from AT&T's end users to BellSouth's Switching Services Port ("SSP") for dipping into BellSouth's toll free database.
- 2.4 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this Agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
- 2.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish a Point of Interface at such location utilizing intra-building cable.
- 2.6 Fiber Meet - where the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface), at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interface). A Fiber Meet shall be an arrangement as set forth in Section 2.3 of this Attachment 3.
- 2.7 AT&T may combine originating Local Traffic with exchange access traffic on Feature Group B and D exchange access trunks it obtains from BellSouth, and report to BellSouth the factors necessary for proper billing of such combined traffic. Such factors shall be provided in accordance with Section 6.3 of this Attachment.
- 2.8 Any other method determined to be technically feasible and requested by AT&T shall be done pursuant to the process defined in Attachment

14 of this Agreement, incorporated herein by this reference. Any other method determined to be technically feasible and requested by BellSouth and agreed to by AT&T shall be done

- 2.9 **When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG. (AT&T's proposal)**
- 2.9.1 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, AT&T must also establish Points of Interconnection to BellSouth access tandems within the LATA on which AT&T has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)
- 2.10 Fiber Meet
- 2.10.1 If AT&T elects to establish a POI with BellSouth pursuant to a Fiber Meet, AT&T and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a facility at either the DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities and software. However, AT&T's SONET transmission must be compatible with BellSouth's equipment in the serving wire center. The Parties will work cooperatively in the selection of compatible transmission equipment and software. Fiber Meet will be used for the

provision of two-way trunking unless otherwise agreed to by the Parties.

- 2.10.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Serving Wire Center ("BSWC").
- 2.10.3 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Serving Wire Center ("ASWC").
- 2.10.4 The parties shall mutually agree upon a Point of Interface outside of the BSWC as a Fiber Meet point and shall make all necessary preparations to receive and to allow and enable delivery of fiber optic facilities into the Point of Interface with sufficient spare length to reach the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to AT&T or Point of Interface to BellSouth).
- 2.10.5 The Parties shall deliver and maintain their own strands wholly at their own expense. Upon verbal request by either Party, the other Party shall allow access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.10.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 2.10.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.10.8 Neither Party shall charge the other for its portion of the Fiber Meet facility between the ASWC and the BSWC used exclusively for the other Party's local traffic (i.e., the Local Channel). The Parties do not intend to utilize this arrangement for transit traffic.

3 INTERCONNECTION TRUNKING AND ROUTING

- 3.1 **The parties will establish separate trunk groups as follows:**
 - 3.1.1 **Local Traffic trunk groups will be established to carry combined local and intraLATA toll traffic. Local traffic means traffic that is originated by an end user of one Party and terminates to an end**

user of the other Party within a given LATA. Unless the Parties mutually agree otherwise, Local Traffic trunk groups shall be one-way terminating trunks.

- 3.1.2 **Two-way Meet Point Traffic trunk groups will be established to carry Switched Access traffic for third-party IXC customers.**
- 3.1.3 **Two-way Transit Traffic trunk groups will be established to carry traffic between AT&T and third party CLECs or ILECs other than BellSouth. The Parties agree that Meet Point Traffic and Transit Traffic may be combined on a single trunk group at AT&T's request.**
- 3.1.4 **At AT&T's request, one-way Meet Point Traffic trunks will be established by the Parties to enable AT&T to deliver undipped 8YY traffic from AT&T Customers to the LEC SSP for dipping in the Industry Toll Free Data Base. All originating toll free service calls for which AT&T requests that the BellSouth perform the SSP function (e.g., perform the database query) shall be delivered to BellSouth, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and Circuit Code of "08" or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.**
- 3.1.5 **Special use trunks (e.g., 911, choke) will be established in accordance with this Attachment. (AT&T's proposal)**
- 3.2 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:
 - 3.2.1 Within 45 days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").
 - 3.2.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.

- 3.2.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.
- 3.2.4 If, following one (1) year after the Effective Date of the Agreement, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution process, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 3.3 The Parties will use the following interconnection standards:
- 3.3.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.
- 3.3.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.
- 3.3.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
- 3.3.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.8 of this Attachment 3 and sound engineering practices.
- 3.3.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).
- 3.3.6 **BellSouth and AT&T shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks. (AT&T's proposal)**
- 3.3.7 **All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and AT&T not addressed in Exhibit A shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities based on the other Parties proportion of the traffic it sends to the other Party of the applicable contractual or tariff rates for the services provided by**

each Party. AT&T shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. (AT&T's proposal)

- 3.4 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.
- 3.5 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.
- 3.6 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.
- 3.7 The Parties shall deliver over any trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.
- 3.8 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.
- 3.9 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.10 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.11 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.12 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to end users such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the

Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.

- 3.13 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.14 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt services on calls between their respective line side end users for numbers that are not ported.
- 3.15 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.
- 3.15.1 BellSouth agrees to provide upon request of AT&T, pursuant to Section 10 of the General Terms and Conditions of this Agreement, traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the BellSouth tandem to determine which AT&T traffic by NXX is being blocked.
- 3.15.2 Pursuant to Attachment 9, incorporated herein by this reference, BellSouth shall report to AT&T information regarding blocking of interconnection traffic.
- 3.16 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.
- 3.17 **AT&T's proposed interconnection architecture is illustrated in EXHIBIT C, pages one and two. (AT&T's proposal)**

4 NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 4.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact

numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- 4.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the technical specifications set forth in the applicable industry standard technical references. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the applicable industry standard technical references. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 4.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 4.4 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will

be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating exchange access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum ("OBF") adopted guidelines pertaining to TNS codes.

- 4.4.1 BellSouth's Common Channel Signaling Access Service ("CCSAS") allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.
- 4.4.2 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps out of band signaling connections between the AT&T signaling point of interconnection and BellSouth's signaling point of interconnection ("SPOI").
- 4.4.3 The network termination point where this interconnection takes place is called the Signaling Transfer Point ("STP") port termination.
- 4.4.4 Charges for signaling links and the STP port termination can be found in Attachment 2 of this Agreement, incorporated herein by this reference.
- 4.4.5 Each CCSAS signaling connection provides for two-way digital transmission at speeds in multiples of 56 kbps. The connection to BellSouth's STP pair can be made from either AT&T's signaling point ("SP"), which requires a minimum of two links, or from AT&T's STP pair, which requires a minimum of four links.
- 4.5 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.
- 4.6 Where CCS is not available, in-band multi-frequency signaling will be provided. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification ("ANI") where available, at parity.
- 4.7 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points ("SCP"), including toll free databases, Line Information Database ("LIDB"), Calling Name ("CNAM"), and any other necessary databases.

- 4.8 When the Parties establish new links, each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows:
- 4.8.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.
- 4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and AT&T has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the AT&T-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.
- 4.8.3 Where the SPOI for the signaling link facilities is located at the AT&T Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, AT&T will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.
- 4.8.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.
- 4.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that AT&T LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.
- 4.10 Message Screening
- 4.10.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.

- 4.10.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point ("SCP") from any signaling point or network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.
- 4.11 STP Requirements
- 4.11.1 BellSouth shall provide message transfer part and Signaling Connection Control Point ("SCCP") protocol interfaces in accordance with the technical specifications set forth in the applicable industry standard technical references.
- 4.12 SS7 Network Interconnection
- 4.12.1 SS7 Network Interconnection is the interconnection of AT&T STPs and AT&T local or tandem switching systems with the BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, AT&T local or tandem switching systems and other third-party switching systems directly connected to the BellSouth SS7 network.
- 4.12.2 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 4.12.2.1 BellSouth local or tandem switching systems;
- 4.12.2.2 BellSouth databases; and
- 4.12.2.3 Other third party local or tandem switching systems.
- 4.12.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and AT&T or other third-party switching systems with (note could be an A link or a D/B link direct access to the BellSouth SS7 network.
- 4.12.4 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an AT&T local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List

Editing) between the AT&T local STPs and the BellSouth or other third-party local switch.

- 4.12.5 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code ("CIC").
- 4.12.6 BellSouth shall offer the following SS7 Network Interconnection options to connect AT&T or AT&T-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 4.12.6.1 A-link interface from AT&T local or tandem switching systems; and
 - 4.12.6.2 D/B-link interface from AT&T STPs.
- 4.12.7 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 4.12.7.1 An A-link layer shall consist of two links.
 - 4.12.7.2 A D/B-link layer shall consist of four links.
- 4.12.8 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to a BellSouth STP.
- 4.13 Trunk Forecasting and Servicing Requirements.
- 4.13.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to AT&T, AT&T must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If AT&T refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 4.13.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast

of its traffic and volume requirements for the interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

- 4.13.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 48 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this section shall be deemed "Confidential Information" as set forth in Section 18 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 4.13.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 4.13.5 Signaling Call Information. BellSouth and AT&T will send and receive 10 digits for local traffic. Additionally, BellSouth and AT&T will exchange the proper call information, i.e., originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 4.13.6 Both Parties will manage the capacity of their interconnection trunk groups. BellSouth will issue an ASR to AT&T to order changes BellSouth desires to the BellSouth interconnection trunk groups based

on BellSouth's capacity assessment. AT&T will issue an ASR to BellSouth to order changes AT&T desires to the AT&T interconnection trunk groups based on AT&T's capacity assessment.

- 4.13.6.1 Either Party may issue a Trunk Group Service Request ("TGSR") to the other Party to order changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within ten (10) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.
- 4.13.6.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order by use of a Design Layout Record. Additional tie down information, such as span information, may be required when applicable. The Parties will prepare ASRs pursuant to the industry standard guidelines of the OBF. When submitting an ASR, BellSouth will identify AT&T's end office in the SEC LOC field of the ASR form.
- 4.13.6.3 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.
- 4.13.7 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, either Party will expedite installation, upon the other Party's request.
- 4.13.8 Major projects shall be limited to those projects that require the coordination and execution of multiple orders or related activities between and among BellSouth and AT&T work groups specifically relating to: (i) the initial establishment of local interconnection trunk groups; (ii) extending service into a new area; (iii) NXX code moves; (iv) facility grooming; or (v) network rearrangements. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Several orders submitted at one time may not be classified as a major project without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.
- 4.13.9 As provided herein, AT&T and BellSouth agree to exchange escalation lists that reflect contact personnel including vice president level

officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and BellSouth agree to exchange an up-to-date list promptly following changes in personnel or information.

4.14 Interference or Impairment

4.14.1 Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and begin work to implement reasonable corrective measures in a manner consistent with industry practices.

4.15 Local Dialing Parity

4.15.1 BellSouth and AT&T shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and AT&T shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5 NETWORK MAINTENANCE

5.1 Outage Repair Standard

5.1.1 In the event of an outage or trouble in any arrangement, facility, or service being provided by BellSouth hereunder, BellSouth will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by BellSouth to itself, Affiliate or any other carrier whose network is connected to that of BellSouth.

5.2 BellSouth shall provide AT&T at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact AT&T's end users. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

6 INTERCONNECTION COMPENSATION

- 6.1 Compensation for Local and IntraLATA Toll Traffic
- 6.1.1 **Local Traffic means any telephone call that originates and terminates in the same LATA. (AT&T's proposal)**
- 6.1.2 **Except as provided in this Attachment, the Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for all local and intraLATA toll traffic originated by one Party and terminated to the other Party. Such traffic shall be recorded and transmitted to AT&T in accordance with Attachment 6 of this Agreement. Reciprocal compensation for the transport and termination of local and intraLATA toll traffic shall be charged at rates specified in Exhibit A of this Attachment. (AT&T's proposal)**
- 6.1.3 **As clarification of this definition and for reciprocal compensation, Local Traffic does include traffic that originates from or terminates to or through an enhanced service provider or information service provider. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an end user. (AT&T's proposal)**
- 6.1.4 **Each Party is financially responsible for providing, on its side of the POI, the facilities on which the Local Traffic trunks carrying such Party's local and intraLATA toll traffic are provisioned. (AT&T's proposal)**
- 6.1.5 If AT&T utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from AT&T for transport and termination of BellSouth originated traffic, BellSouth will pay AT&T no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where AT&T receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the AT&T terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate AT&T at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the network facilities provided by AT&T as defined in this Attachment 3.
- 6.1.6 Unidentifiable traffic. AT&T shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish local from intraLATA toll traffic for BellSouth

originated traffic. AT&T end users assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to AT&T for termination on the AT&T's network, if BellSouth cannot determine, because of the manner in which AT&T has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Services Tariff. BellSouth will make appropriate billing adjustments if AT&T can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

6.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. BellSouth shall report quarterly PLU factors to AT&T. BellSouth will accept from AT&T monthly PLU factors provided under the previous agreement until the third quarter of 2001, at which time AT&T shall report quarterly PLU factors. BellSouth and AT&T shall also provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.

6.2.1 **Percent Local Facility.** Each Party shall report to the other a **Percent Local Facility ("PLF")**. 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 calendar 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 Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time. (AT&T's proposal)

- 6.3 Percentage Interstate Usage. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 6.4 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and AT&T shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 6.5 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.
- 6.6 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.
- 6.7 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for AT&T's transit traffic. Transit traffic is traffic originating on AT&T's network that is switched and/or transported by

BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to AT&T's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that AT&T's end office is subtending the BellSouth Access Tandem for switched access traffic to and from AT&T's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing (MECAB) guidelines.

7**OSS RATES****7.1**

Rates for using interfaces to OSS – To the extent AT&T orders Services and Elements for the purpose of interconnection with BellSouth, the rates set forth in Exhibit A of Attachment 2, incorporated herein by this reference, shall apply.

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
	End Office Switching, per mou
	Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)
	Tandem Switching, per mou
	Tandem Local Interconnection, per mou (includes end office switching element)
	Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99
	Local Intermediary, per mou (applies to transit traffic 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	
	Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.
	Installation Trunk Side Service - per DS0
	NRC - 1st
	NRC - Add'l
INTEROFFICE TRANSPORT	
Common (Shared) Transport	
	Common (Shared) Transport per mile per mou
	Common (Shared) Transport Facilities Termination per mou
Interoffice Channel Transport - Dedicated - VG	
	Interoffice Transport - Dedicated - 2-wire VG
	2-Wire VG - per mile per month
	2-Wire VG - Facility Termination per month

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	NRC - 2-wire VG - Facility Termination -1st
	NRC - 2-wire VG - Facility Termination - Add'l
	NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st
	NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l
	Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi
	2-Wire VG - per mile per month
	2-Wire VG - Facility Termination per month
	NRC - 2-wire VG - Facility Termination -1st
	NRC - 2-wire VG - Facility Termination - Add'l
	NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st
	NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	Interoffice Transport - Dedicated - DS0 - 56/64 KBPS
	DS0 - per mile per month
	DS0 - Facility Termination per month
	NRC - DS0 - Facility Termination - 1st
	NRC - DS0 - Facility Termination - Add'l
	NRC - DS0 -Facility Termination - Disconnect Charge - 1st
	NRC - DS0 - Facility Termination - Disconnect Charge - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - DS0 -Incremental Charge--Manual Svc Order - 1st
	NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l
	Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi
	DS0 - per mile per month
	DS0 - Facility Termination per month
	NRC - DS0 - Facility Termination - 1st
	NRC - DS0 - Facility Termination - Add'l
	NRC - DS0 -Facility Termination - Disconnect Charge - 1st
	NRC - DS0 - Facility Termination - Disconnect Charge - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - DS0 -Incremental Charge--Manual Svc Order - 1st
	NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l
Interoffice Transport - Dedicated - DS1	
	DS1 - per mile per month
	DS1 -Facility Termination per month
	NRC - DS1-Facility Termination - 1st
	NRC - DS1 - Facility Termination - Add'l
	NRC - DS1 - Facility Termination - Disconnect Charge - 1st
	NRC - DS1 - Facility Termination -Disconnect Charge - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - DS1 - Incremental Charge--Manual Svc Order - 1st
	NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi	
	DS1 - per mile per month
	DS1 -Facility Termination per month
	NRC - DS1-Facility Termination - 1st
	NRC - DS1 - Facility Termination - Add'l
	NRC - DS1 - Facility Termination - Disconnect Charge - 1st

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	NRC - DS1 - Facility Termination -Disconnect Charge - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - DS1 - Incremental Charge--Manual Svc Order - 1st
	NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l
	Interoffice Transport - Dedicated - DS3
	DS3 - per mile per month
	DS3 -Facility Termination per month
	NRC - DS3 - Facility Termination -1st
	NRC - DS3 - Facility Termination - Add'l
	NRC - DS3 - Facility Termination - Disconnect Charge - 1st
	NRC - DS3 - Facility Termination - Disconnect Charge - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - DS3 - Incremental Charge--Manual Svc Order - 1st
	NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l
	Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi
	DS3 - per mile per month

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	DS3 -Facility Termination per month
	NRC - DS3 - Facility Termination - 1st
	NRC - DS3 - Facility Termination - Add'l
	NRC - DS3 - Facility Termination - Disconnect Charge - 1st
	NRC - DS3 - Facility Termination - Disconnect Charge - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - DS3 - Incremental Charge--Manual Svc Order - 1st
	NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st
	NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	
	Monthly Recurring per month
	Zone 1
	Zone 2
	Zone 3
	Zone 4
	NRC - STS-1 - Facility Termination - 1st
	NRC - STS-1 - Facility Termination - Add'l
	NRC - STS-1 - Facility Termination - Disconnect - 1st
	NRC - STS-1 - Facility Termination - Disconnect - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st
	NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l
	NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st
Local Channel - Dedicated - 4-Wire VG	
	Monthly Recurring per month
	Zone 1
	Zone 2
	Zone 3
	Zone 4
	NRC - 4-Wire VG - 1st
	NRC - 4-Wire VG - Add'l
	NRC - 4-Wire VG - Disconnect Chg - 1st
	NRC - 4-Wire VG - Disconnect Chg - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st
	NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l
Local Channel - Dedicated - DS1	
	DS1 Monthly Recurring per month
	DS1 per mile per month
	Zone 1
	Zone 2
	Zone 3

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION		
		Zone 4
		NRC - DS1 - 1st
		NRC - DS1 - Add'l
		NRC - DS1 - Disconnect Chg - 1st
		NRC - DS1 - Disconnect Chg - Add'l
		NRC - Manual Svc Order, per LSR
		NRC - Manual Svc Order, per LSR disconnect
		NRC - Electronic Svc Order, per LSR
		NRC - Electronic Svc Order, per LSR disconnect
		NRC - DS1 - Incremental Charge--Manual Svc Order - 1st
		NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l
		Local Channel - Dedicated - DS3
		DS3 - per mile per month
		DS3 - Facility Termination per month
		NRC - DS3 - Facility Termination - 1st
		NRC - DS3 - Facility Termination - Add'l
		NRC - DS3 - Facility Termination - Disconnect - 1st
		NRC - DS3 - Facility Termination - Disconnect - Add'l
		NRC - Manual Svc Order, per LSR
		NRC - Manual Svc Order, per LSR disconnect
		NRC - Electronic Svc Order, per LSR
		NRC - Electronic Svc Order, per LSR disconnect
		NRC - DS3 -Incremental Charge--Manual Svc Order - 1st
		NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st
		NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
CHANNELIZATION	
	DS3 Channelization (DS3 to DS1)
	per Channelized System (28 DS1) per month
	NRC - 1st
	NRC - Add'l
	NRC -1st - Disconnect
	NRC -Add'l - Disconnect
	per Interface per month (COCI)
	NRC - 1st
	NRC - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l
	DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi
	per Channelized System (28 DS1) per month
	NRC - 1st
	NRC - Add'l
	NRC -1st - Disconnect
	NRC -Add'l - Disconnect
	per Interface per month (COCI)
	NRC - 1st
	NRC - Add'l
	NRC - Manual Svc Order, per LSR

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l
	DS1 Channelization (DS1 to DS0)
	per Channelized System (24 DS0) per month
	NRC - 1st
	NRC - Add'l
	NRC -1sr - Disconnect
	NRC -Add'l - Disconnect
	- Interface (COI)
	per OCU-DP(data) card per month (2.4-64kbs)
	NRC - 1st
	NRC - Add'l
	per BRITE card per month
	NRC - 1st
	NRC - Add'l
	per VG card per month (DS0)
	NRC - 1st
	NRC - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi
	per Channelized System (24 DS0) per month
	NRC - 1st
	NRC - Add'l
	NRC -1sr - Disconnect
	NRC -Add'l - Disconnect
	- Interface (COCI)
	per OCU-DP(data) card per month (2.4-64kbs)
	NRC - 1st
	NRC - Add'l
	per BRITE card per month
	NRC - 1st
	NRC - Add'l
	per VG card per month (DS0)
	NRC - 1st
	NRC - Add'l
	NRC - Manual Svc Order, per LSR
	NRC - Manual Svc Order, per LSR disconnect
	NRC - Electronic Svc Order, per LSR
	NRC - Electronic Svc Order, per LSR disconnect
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st
	Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l
	Local Interconnection Mid-Span Meet
	Local Channel - Dedicated - DS1
	DS1 Monthly Recurring per month

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

DESCRIPTION	
	NRC - DS1 - 1st
	NRC - DS1 - Add'l
	NRC - DS1 - Disconnect Chg - 1st
	NRC - DS1 - Disconnect Chg - Add'l
	NRC - DS1 - Incremental Charge--Manual Svc Order - 1st
	NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l
	NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect
NOTES:	
	1. 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.
	2. All rates are interim, subject to true-up, pending the outcome of Case No. 382.

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
N/A	\$0.002562
	NA
N/A	\$0.001096
N/A	NA
N/A	NA
N/A	NA
N/A	\$0.001096
TPP++	\$334.09
TPP++	\$57.12
N/A	\$0.0000049
N/A	\$0.000426
1L5XF	NA
1L5XF	NA

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
1L5XF	NA
1L5XF	NA
1L5XF	NA
1L5XF	NA
SOMAN	NA
SOMAN	NA
SOMEK	NA
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
1L5NF	\$0.03
1L5NF	\$27.66
1L5NF	\$142.31
1L5NF	\$56.21
1L5NF	NA
1L5NF	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
1L5XK	NA
1L5XK	NA
1L5XK	NA
1L5XK	NA
1L5XK	NA
1L5XK	NA
SOMAN	NA
SOMAN	NA
SOMEK	NA
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
1L5NK	\$0.0301
1L5NK	\$26.95
1L5NK	\$142.31
1L5NK	\$56.21
1L5NK	NA
1L5NK	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
SOMEK	NA
SOMAN	\$37.21
SOMAN	\$37.21
SOMAN	NA
SOMAN	NA
1L5XL	NA
1L5XL	NA
1L5XL	NA
1L5XL	NA
1L5XL	NA
1L5XL	NA
SOMAN	NA
SOMAN	NA
SOMEK	NA
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
1L5NL	\$0.45
1L5NL	\$55.05
1L5NL	\$298.18
1L5NL	\$231.23
1L5NL	NA

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
1L5NL	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
1L5XM	NA
1L5XM	NA
1L5XM	NA
1L5XM	NA
1L5XM	NA
1L5XM	NA
SOMAN	NA
SOMAN	NA
SOMEK	NA
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
1L5NM	\$12.06

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
1L5NM	\$1,112.02
1L5NM	\$858.75
1L5NM	\$524.95
1L5NM	NA
1L5NM	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
TEFV2	\$22.26
TBD	NA
TBD	NA
TBD	NA
TBD	NA
TEFV2	\$585.15
TEFV2	\$98.53
TEFV2	\$11.99
TEFV2	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
TEFV4	\$23.38
TBD	NA
TBD	NA
TBD	NA
TBD	NA
TEFV4	\$585.15
TEFV4	\$98.53
TEFV4	NA
TEFV4	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
TEFHG	\$43.80
1L5NC	\$0.00
TBD	NA
TBD	NA
TBD	NA

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
TBD	NA
TEFHG	\$538.95
TEFHG	\$464.94
TEFHG	NA
TEFHG	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
1L5NC	\$34.00
TEFHJ	\$635.09
TEFHJ	\$1,091.00
TEFHJ	\$661.23
TEFHJ	NA
TEFHJ	NA
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
SATCS	NA
SATCS	NA
SATCS	NA
SATCS	NA
SATCS	NA
SATCO	NA
SATCO	NA
SATCO	NA
SOMEC	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SATNS	\$303.33
SATNS	NA
SATNS	NA
SATNS	\$8.52
SATNS	\$15.86
SATCO	\$11.36
SATCO	\$19.99
SATCO	NA
SOMAN	\$3.50

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
SOMAN	NA
SOMEK	NA
SOMEK	NA
SOMAN	NA
SOMAN	NA
SATC1	NA
SATC1	NA
SATC1	NA
SATC1	NA
SATC1	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SATSA	NA
SOMAN	NA
SOMAN	NA
SOMEK	NA
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
SASTN1	\$200.01
SASTN1	\$302.82
SASTN1	\$184.20
SASTN1	NA
SASTN1	NA
SATSA	\$2.94
SATSA	\$15.86
SATSA	\$11.36
SATSA	\$4.04
SATSA	\$15.86
SATSA	\$11.36
SATSA	\$1.40
SATSA	\$15.86
SATSA	\$11.36
SOMAN	\$19.99
SOMAN	NA
SOMEK	\$3.50
SOMEK	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
SOMAN	NA
TEFHG	\$21.90

**BELLSOUTH/AT&T RATES
LOCAL INTERCONNECTION**

Exhibit A

USOC	KY
TEFHG	\$269.48
TEFHG	\$232.47
TEFHG	NA
TEFHG	NA
SOMAC	\$87.71
SOMAC	NA
SOMAC	NA

EXHIBIT B: SPACE LICENSE

1. AT&T, at its sole discretion, may license BellSouth to situate BellSouth equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of interconnection. Such licenses and site support services are referred to herein collectively as a "Space License." If AT&T denies BellSouth a Space License in a particular AT&T central office, AT&T shall assure that BellSouth may interconnect with AT&T's network through an alternative arrangement reasonably acceptable to both parties, including without limitation, lease of AT&T's facilities directly connected to BellSouth's network; mid-span fiber meet; space in an adjacent premises; and an arrangement by which AT&T would assume ownership and control of equipment provided by BellSouth to be located in the AT&T central office for the sole purpose of interconnection.
2. The allowable network interfaces under a Space License are DS1, DS3 or another network interface as mutually agreed upon between the Parties to this Agreement.
3. Space Licenses are available subject to the availability of space and site support services in each AT&T central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
- 3.1 Among the information to be provided in the interface arrangement questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."
- 3.2 BellSouth is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures. BellSouth will use AT&T's certified vendors for the installation of License Facilities.
- 3.3 If BellSouth desires to modify its request, prior to notification from

- AT&T regarding availability, BellSouth may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.
4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T central office space and site support services to meet the request contained in BellSouth's questionnaire. AT&T will notify BellSouth in writing within thirty (30) business days whether there is sufficient AT&T central office space available for each such request.
 5. Upon receiving written notification of the availability of AT&T central office space from AT&T, BellSouth will provide written verification that it still requires such AT&T central office space. This written notification is BellSouth's firm order for each AT&T central office space requested, and will constitute an executed Space License under the terms of this Exhibit B.
 6. The rates and charges are to be negotiated by the Parties.
 7. AT&T agrees to provide site support services as follows:
 - 7.1 AT&T will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.
 - 7.2 AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board ("BDFB") from which AT&T will supply DC power to BellSouth.
 - 7.3 AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
 - 7.4 AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.
 8. AT&T will provide the amount of space requested by BellSouth unless AT&T reasonably determines the quantity of space requested is not available. If the amount of requested space is not available, AT&T will specify the dimensions of the Equipment Space available and will specify any physical or space separation requirements. If the amount of space requested is available, AT&T will provide the location of the space and will specify any physical or space separation requirements.

9. For the purpose of performing work for which BellSouth is responsible under this Exhibit B, AT&T licenses BellSouth to enter and exit the Equipment Space through portions of the AT&T central office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the AT&T central office during regular business hours as designated from time to time by AT&T. BellSouth and AT&T will establish contact lists and procedures for after hours entry to the AT&T central office.
10. BellSouth will provide a twenty-four (24) hour local or toll free telephone number which AT&T can use to verify the authority of such personnel to enter the Equipment Space. BellSouth shall furnish to AT&T, and keep current, samples of the identifying credentials to be carried by all BellSouth employees authorized to enter the Equipment Space. Notwithstanding Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, or except in the case of willful misconduct or gross negligence on the part of AT&T, BellSouth hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any person who possesses a BellSouth employee identification badge and who was verified and admitted by AT&T.
11. While in the AT&T central office, employees of BellSouth and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
12. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around AT&T's central office.
13. BellSouth's employees and contractors shall abide by the requirements of Section 5.10, Interference or Impairment, of Attachment 4, incorporated herein by this reference.
14. In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space whatever tools and equipment necessary to install and maintain its equipment. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring into the

AT&T central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

15. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for BellSouth transmission cable, the Licensed Facilities, and any work performed by or on behalf of BellSouth in the AT&T central office, at any time. If the Equipment Space is surrounded by a security enclosure, BellSouth shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
16. AT&T and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the AT&T central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
17. BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to AT&T or to another space licensee upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
18. The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the AT&T central office.
19. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

20. AT&T may relocate the licensed space, or the AT&T central office, or both upon thirty (30) days prior written notice to BellSouth. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to BellSouth. AT&T will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and AT&T will provide at its own expense any additional or replacement cable racks and BellSouth transmission cable needed to accommodate the relocation of the installation. AT&T and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.
21. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
22. BellSouth agrees to furnish all Licensed Facilities.
- 22.1 BellSouth agrees to install the Licensed Facilities. BellSouth agrees to comply with specifications and processes which adhere to the installation standards of Telcordia GR-1275 and AT&T Addendum 800-614-105 for installation performed by BellSouth.
- 22.2 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated AT&T power source. BellSouth will distribute the power among its equipment within the Equipment Space.
- 22.3 BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. AT&T agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.
- 22.4 BellSouth may use contractors to perform installation and maintenance for which BellSouth is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of BellSouth submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.
- 22.5 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration

- will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.
23. Under the Space Licenses, AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any BellSouth equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
24. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
- 24.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Exhibit B.
- 24.2 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Exhibit B.
25. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 25.1 Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.
- 25.2 Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish or transfer its transmission cable to AT&T or to another AT&T space

licensee in lieu of removal. Upon termination of the applicable Space License, unless transferred to another AT&T space licensee, all BellSouth transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth). At AT&T's request, BellSouth will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to AT&T.





- 25.3 If no monies are owed by BellSouth to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense.

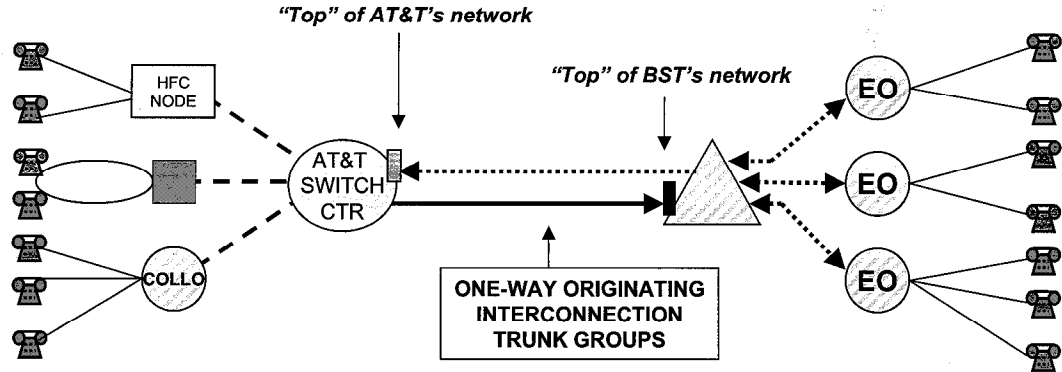
ARRANGEMENT FOR TANDEM SWITCHED TRAFFIC

Exhibit C
Page 1

LATA

EACH PARTY'S INTERCONNECTION POINT IS LOCATED AT THE "TOP" OF ITS NETWORK

-  = BST TANDEM CENTER
-  = BST END OFFICE
-  = AT&T SWITCH
-  = END USER



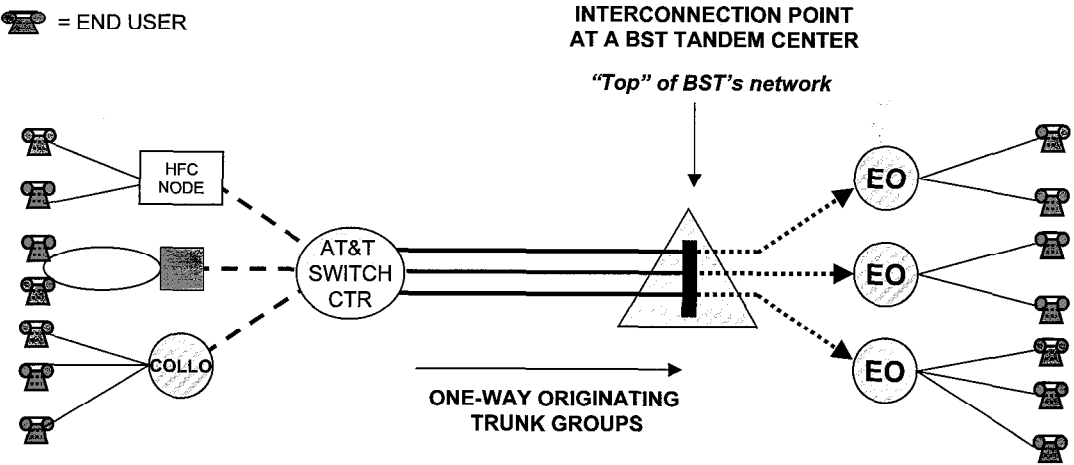
- TRUNKS USING BST PROVIDED FACILITY
- TRUNKS USING AT&T PROVIDED FACILITY
- - - AT&T FIBER-OPTIC TRANSPORT FACILITY
- LOOP FACILITY

DIRECT TRUNK ARRANGEMENT FOR AT&T ORIGINATING TRAFFIC

Exhibit C
Page 2

LATA

- △ = BST TANDEM CENTER
- ⊙ (EO) = BST END OFFICE
- = AT&T SWITCH
- ☎ = END USER



- TRUNKS USING BST PROVIDED FACILITY
- TRUNKS USING AT&T PROVIDED FACILITY
- - - - AT&T TRANSPORT FACILITY
- LOOP FACILITY

DIRECT TRUNK ARRANGEMENT FOR BST ORIGINATING TRAFFIC

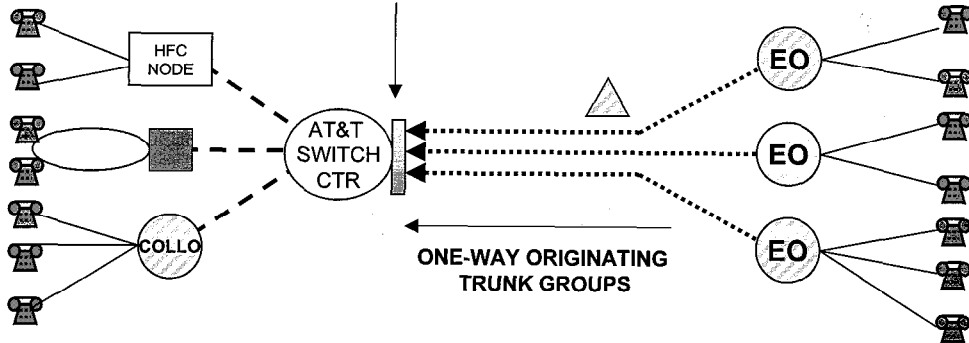
Exhibit C
Page 3

LATA

- △ = BST TANDEM CENTER
- ⊙(EO) = BST END OFFICE
- = AT&T SWITCH
- ☎ = END USER

INTERCONNECTION POINT
AT AN AT&T SWITCHING CENTER

"Top" of AT&T's network



- TRUNKS USING BST PROVIDED FACILITY
- TRUNKS USING AT&T PROVIDED FACILITY
- - - AT&T TRANSPORT FACILITY
- LOOP FACILITY