ATTACHMENT 2

NETWORK ELEMENTS AND COMBINATIONS

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NETWORK ELEMENTS AND COMBINATIONS

1. **Introduction**

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

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

2. **Network Elements and Combinations**

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

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

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

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

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

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

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

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

2.7.1 DISAGREE

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

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

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

2.9 DISAGREE

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

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

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

2.11 **DISAGREE**

BST PROPOSAL: Special Access Service Conversions

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

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

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

be connected to BellSouth tariffed services; or

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

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

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

AT&T PROPOSAL:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12 Standards for Network Elements

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

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

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

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

3. Local Loops

3.1 Definition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Provisioning and Coordinated Cutovers

DISAGREE

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

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

3.9 Technical Requirements

3.9.1 BellSouth shall offer Loops capable of providing the following:

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

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

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

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

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

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

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

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

3.9.2 DISAGREE

AT&T PROPOSAL:

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

BST PROPOSAL:

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

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

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

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

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

3.10 Line Sharing

DISAGREE

BST Proposal:

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

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

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

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

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

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

PROVISIONING OF THE HIGH FREQUENCY SPECTRUM AND SPLITTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAINTENANCE AND REPAIR

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

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

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

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

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

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

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

PRICING

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

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

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

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

AT&T PROPOSAL:

INTRODUCTION

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

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

DEFINITIONS

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

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

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

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

PROCEDURAL REQUIREMENTS

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

AUTHORIZED ADVANCED SERVICES PARTNERING ARRANGEMENTS

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

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

ADVANCED NOTIFICATION

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

ADVANCED SERVICES EQUIPMENT DEPLOYMENT

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

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

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

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

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

PRE-ORDERING

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

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

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

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

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

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

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

What is the total loop resistance measured in ohms?

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

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

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

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

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

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

ORDERING

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

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

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

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

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

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

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

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

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

PROVISIONING

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

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

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

MAINTENANCE

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

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

BILLING

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

3.11 Integrated Digital Loop Carriers

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

3.11.2 **DISAGREE**

AT&T PROPOSAL:

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

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

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

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

BST PROPOSAL:

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

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

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

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

4. Network Interface Device ("NID")

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

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

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

4.3 **Access to Network Interface Device**

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

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

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

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

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

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

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

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

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

4.3.6 Technical Requirements

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

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

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

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

5. Subloops

5.1 Definitions

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

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

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

5.2 **Subloop Distribution – DISAGREE**

BST PROPOSAL:

Subloop Distribution

Definition

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

Subloop Distribution will be copper twisted pair.

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

Requirements for Subloop Distribution

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

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

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

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

Single Unit & Multiunit Installation

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

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

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

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

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

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

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

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

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

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

Requirements

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

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

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

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

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

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

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

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

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

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

Single Point of Interconnection

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

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

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

AT&T PROPOSAL:

Subloop Distribution

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

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

Requirements for Subloop Distribution

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

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

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

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

Single Unit & Multiunit Installation

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

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

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

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

Requirements

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

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

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

Single Point of Interconnection

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

5.3 Subloop Concentration Multiplexing Functionality

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

5.3.2 Definition

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

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

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

5.3.3 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Subloop Feeder

5.4.1 Definition

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

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

5.4.2 Requirements for Subloop Feeder

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

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

5.4.3 Additional Requirements for Special Copper Subloop Feeder Medium

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

5.4.4 Additional Technical Requirements for DS1 Conditioned Subloop Feeder

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

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

5.4.5 Additional Technical Requirements for Optical Subloop Feeder

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

5.4.6 Interface Requirements

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

5.4.6.1.1 Copper twisted pairs shall terminate on the MDF;

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

5.4.6.1.3 Fiber Optic cable shall terminate on a LGX.

6. **Switching Capabilities**

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

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

6.3 Local Circuit Switching Capability, including Tandem Switching Capability.

6.3.1 Definition

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

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

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

6.4 [AIN Customized (Selective) Carrier Routing

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Technical Requirements

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

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

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

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

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

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

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

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

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

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

6.6.11 Special Services provided by BellSouth will include the following:

6.6.11.1 Essential service lines;

6.6.11.2 Telephone Service Prioritization;

6.6.11.3 Related services for handicapped;

6.6.11.4 Soft dial tone where required by law; and

6.6.11.5 Any other service required by law.

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

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

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

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

6.6.15.1 Off-Hook Immediate,

6.6.15.2 Off-Hook Delay,

6.6.15.3 Termination Attempt,

6.6.15.4 3/6/10 Public Office Dialing Plan,

6.6.15.5 Feature Code Dialing,

6.6.15.6 Customer Dialing Plan.

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

6.6.16.1 Private EAMF Trunk,

6.6.16.2 Shared Interoffice Trunk (EAMF, SS7),

6.6.16.3 N11,

6.6.16.4 Automatic Route Selection.

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

6.7 **Tandem Switching**

6.7.1 Definition

6.7.1.1 The Tandem Switching Capability is defined as:

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

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

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

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

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

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

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

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

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

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

6.8 **Interface Requirements**

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

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

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

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

6.9 Packet Switching

6.9.1 Definition

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

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

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

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

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

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

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

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

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

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

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

7. Operator Service and Directory Assistance Service

7.1 **DISAGREE**

BST PROPOSAL:

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

AT&T PROPOSAL:

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

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

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

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

7.2 **[Operator Systems**

7.2.1 Definition

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

7.2.2 **Operator Service**

7.2.2.1 Definition

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

7.2.2.2 Requirements

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

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

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

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

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

7.2.2.2.1.5 **BellSouth shall complete collect calls.**

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

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

7.2.2.2.1.8 **BellSouth shall process emergency calls.**

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

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

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

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

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

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

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

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

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

7.2.2.3 Interface Requirements

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

7.2.3 Directory Assistance Service

7.2.3.1 Definition

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

7.2.3.2 Requirements

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

7.2.3.3 Directory Assistance Service Updates

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

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

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

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

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

7.2.4 Branding for Operator Call Processing and Directory Assistance

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

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

7.2.4.2.1 Service Level 1 - BellSouth Branding

7.2.4.2.2 Service Level 2 - Unbranded

7.2.4.2.3 Service Level 3 - Custom Branding

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

7.2.5 For Resellers and Use with an Unbundled Port

7.2.5.1 BellSouth Branding is the Default Service Level.

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

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

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

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

7.2.6 For Facilities Based Carriers

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

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

7.2.7 Directory Assistance customized branding uses:

7.2.7.1 the recording of the name;

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

7.2.8 Operator Call Processing customized branding uses:

7.2.8.1 the recording of the name;

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

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

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

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

8. Interoffice Transmission Facilities

8.1 BellSouth shall:

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

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

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

8.2 Shared Transport

8.2.1 Definition

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

8.2.2 Technical Requirements

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

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

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

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

8.3 **Dedicated Transport**

8.3.1 Definition

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

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

8.3.1.3 **Local Channel**

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

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

8.3.1.4 Technical Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~8.3.1.5.2.2 Provide SONET standard interfaces.~~

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

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

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

~~8.3.1.5.3 All SONET rings shall:~~

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

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

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

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

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

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

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

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

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

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

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

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

8.4 DARK FIBER

8.4.1 Definition

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

8.4.2 Requirements

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

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

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

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

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

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

8.4.2.6 Dark fiber shall meet the manufacturers' design specifications.

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

9. Signaling Networks and Call-Related Databases

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

9.2 Signaling Networks

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

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

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

9.2.4 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

9.2.5 Signaling Transfer Points

9.2.5.1 Definition

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

9.2.5.2 Technical Requirements

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

9.2.5.2.1.1 BellSouth Service Control Points/DataBases and

9.2.5.2.1.2 Third-party-provided STPSs.

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

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

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

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

9.2.5.2.5.1 MTP Routing Verification Test ("MRVT") and

9.2.5.2.5.2 SCCP Routing Verification Test ("SRVT").

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

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

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

9.2.5.3 Message Screening

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

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

9.3 SS7 Advanced Intelligent Network ("AIN") Access

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

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

9.4 Call-Related DataBases

9.4.1 Definition

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

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

9.4.3 Technical Requirements

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

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

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

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

9.4.4 Database Availability

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

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

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

9.4.5 Line Information Database ("LIDB")

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

9.4.5.2 Definition.

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

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

9.4.6 Toll Free Number Database

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

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

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

9.4.6.2 Interface Requirements

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

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

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

9.4.7.2 Technical Requirements

9.4.7.2.1 BellSouth shall provide an electronic interface to the ALI/DMS database, through which AT&T or its agent may provide a daily update of AT&T Customer Information. BellSouth shall provide AT&T with record input format, consistent with the requirements imposed on BellSouth by the governmental body administering 911 services. BellSouth shall provide error reports from the ALI/DMS data base to AT&T as soon as possible, but in any event, within 24 hours after AT&T or its agents enters information into the ALI/DMS data base. The error reports may be provided electronically if AT&T purchases the capability. If an electronic interface is not available as an offering or because of a system outage for AT&T or its agents to provide daily updates to the ALI/DMS database or for BellSouth to provide error

reports from the ALI/DMS database, BellSouth shall establish a process or procedure to receive, send and process within one business day AT&T Customer Information. The error files will contain the AT&T reference date and file number of the original record sent.

9.4.7.2.2 The ALI/DMS database shall contain the following end user information:

9.4.7.2.2.1 Name;

9.4.7.2.2.2 Address;

9.4.7.2.2.3 Telephone number; and

9.4.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

9.4.7.2.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless AT&T requests otherwise and shall be updated if AT&T requests, provided AT&T supplies BellSouth with the updates.

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

9.4.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

9.4.7.2.6 At either Party's option, however not to exceed annually unless otherwise agreed to by the Parties, the databases of both Parties shall be compared for accuracy and uniformity. If any discrepancies are found as a result of the comparison, the Parties shall work cooperatively to correct the discrepancies within a reasonable time. The cost of the implementation of the request made other than annually shall be borne by the Party making the request.

9.4.7.3 Interface Requirements

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

9.4.8 **Calling Name Delivery Database Service**

9.4.8.1 Calling Name Delivery Database Service ("CNAM") provides AT&T the ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides AT&T the opportunity to load and store its subscriber name in the BellSouth CNAM SCPs.

9.4.8.2 The CNAM Database Service Agreement is included as Exhibit F to this Attachment 2 and incorporated herein by this reference.

10. Directory Assistance Database Service ("DADS")

10.1 Directory Assistance ("DA") database contains all customer data in the database used by BellSouth to provide its own DA service and where BellSouth is authorized to include the customer data of a telecommunications carrier in the database available to AT&T. BellSouth shall provide access to the DA database in one of two manners.

10.2 BellSouth shall make its Directory Assistance Database Service ("DADS") available solely for the expressed purpose of providing Directory Assistance type services to AT&T end users. Directory Assistance type service is defined as a service that allows AT&T end users to obtain the name, telephone numbers and addresses of other subscribers of telecommunications services. AT&T agrees that Directory Assistance Database Service ("DADS") will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted use, AT&T shall not disclose DADS and shall provide due care in providing for the security and confidentiality of DADS. Further, AT&T authorizes the inclusion of AT&T's Directory Assistance listings in the BellSouth Directory Assistance products.

10.3 BellSouth shall provide AT&T initially with a base file of subscriber listings which reflect all listing change activity occurring since AT&T's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by AT&T and BellSouth. AT&T agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.4 BellSouth will require approximately one month after receiving an order to prepare the base file. BellSouth will provide daily updates to AT&T which will reflect listing change activity occurring since AT&T's most recent update. BellSouth shall provide updates to AT&T on a business, residence, or combined business and residence basis. AT&T agrees that the updates shall be used solely to keep the information current. Delivery of daily updates will commence the day after AT&T receives the base file.

10.5 BellSouth is authorized to include AT&T Directory Assistance listing information in its Directory Assistance Database Service. Any other use by BellSouth of AT&T Directory Assistance listing information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to AT&T.

10.6 BellSouth shall provide to AT&T, upon request, via DADs, the names and addresses for BellSouth.

10.7 AT&T and other telecommunication carriers' subscribers that have unlisted and non-published directory listings. The date files shall contain a special indicator showing that the subscribers account is indicator showing that the subscribers' account is either unlisted or unpublished.

10.8 Rates for DADS are as set forth in Exhibit A of this Attachment 2.

10.9 Direct Access to Directory Assistance Service ("DADAS") will provide AT&T's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow AT&T to utilize its own switch, operator workstations and optional audio subsystems.

10.10 BellSouth will provide DADAS from its DA location. AT&T will access the DADAS system via BellSouth provided point of availability. AT&T has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from BellSouth as rates and charges billed separately from the charges associated with this offering.

10.11 A specified interface to each AT&T subsystem will be provided by BellSouth. Interconnection between AT&T's system and a specified BellSouth location will be pursuant to the use of AT&T-owned or AT&T-leased facilities and shall be appropriate sized based upon the volume of queries being generated by AT&T.

10.12 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.12.1 DADAS to Subscriber Operator Position System – Northern Telecom Document CSI-2300-07; Universal Gateway/Position Message Interface Format Specification;

10.12.2 DADAS to Subscriber Switch – Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

10.12.3 DADAS to Audio Subsystem (Optional) – Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol – Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.12.4 Rates for DADAS are as set forth in Exhibit A of this Attachment 2.

11. Service Management System

11.1 Definition

11.1.1 A Service Management System is defined as a computer database or system not part of the public switched network that, among other things: (1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and (2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call. BellSouth shall provide AT&T, upon request, with access to a Service Management System in a manner that complies with Section 222 of the Act.

11.2 BellSouth shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.

11.3 BellSouth shall provide AT&T the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.

11.4 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from AT&T's switch or BellSouth's unbundled Local Switching element.

11.5 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.6 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide AT&T the capability that will allow AT&T to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T access to the BellSouth Service Creation Environment in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.

11.7 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling procedures shall provide AT&T equivalent priority to these resources.

11.8 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.

11.9 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.10 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components.

11.11 When AT&T selects SCE/SMS AIN Access for providing services on AT&T's network, BellSouth and AT&T will work cooperatively to resolve technical and provisioning issues.

12. Trunk Interface Requirements

12.1 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based

upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

12.2 911/E911 Trunks

12.2.1 **Local Switch and Access Tandem Trunks**

12.2.1.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.

12.2.1.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

12.2.1.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

12.2.1.4 BellSouth shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

12.3 911 and E911

12.3.1 If AT&T orders Services and Elements, then AT&T is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3.2 Definition

12.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T in accordance with the provisions below in areas where AT&T is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to 911

Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retailend users.

12.3.3 Requirements

12.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will be required to route that call to BellSouth at the appropriate to install dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T will be required to discontinue the 911 procedures and being using E911 procedures.

12.3.3.2 E911 Service Provisioning. For E911 service, AT&T will be required to install a minimum of two dedicated trunks originating from the AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will be required to provide BellSouth daily updates to the E911 database. AT&T will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. AT&T shall be responsible for providing BellSouth with complete and accurate data for submission to the

911/E911 database for the purpose of providing 911/E911 to its end users.

12.3.4 Technical Requirements

12.3.4.1 At AT&T's request, BellSouth and AT&T shall establish dedicated trunk groups to route E911 calls placed by AT&T end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.

12.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

12.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

12.3.4.4 BellSouth shall provide the following information to AT&T, and shall promptly notify AT&T of any changes:

12.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

12.3.4.4.2 Trunk group specifications.

12.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.

12.3.4.4.4 Description of BellSouth's diversity for facility routing.

12.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.

12.3.5 E911 Call Routing and Provision Customer Information to PSAP

12.3.5.1 BellSouth shall route E911 calls delivered by AT&T to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that

BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.

12.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.

12.3.6 Master Street Address Guide ("MSAG")

12.3.6.1 BellSouth shall provide AT&T access to the MSAG at least equal in quality and functionality with the access BellSouth provides to itself. BellSouth shall provide AT&T with a complete copy of the MSAG via CD Rom which is usable with personal computers, free of charge, once each year. Quarterly updates for each state are available for an additional charge. BellSouth shall cooperate with AT&T to ensure the accuracy of information about AT&T Customers in the MSAG and shall assist in resolving any errors. If BellSouth discovers an error in the MSAG, BellSouth shall notify PSAPs and AT&T of any errors in the MSAG concerning AT&T Customers.

12.3.7 Other

12.3.7.1 BellSouth shall provide AT&T with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.

12.3.8 Technical References

12.3.8.1 BellSouth shall provide 911 Arrangements to AT&T based upon modified NENA 2 Recommendations.

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

12.3.10 The 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T to follow in providing 911/E911 services.