

obligation to unbundle such fiber loops to predominantly residential MDUs, however.¹⁴³

Outside of the MDU setting, there is a serious dispute between the parties as to the proper treatment of fiber loops in wire centers in which a nonimpairment finding for DS1 or DS3 loops has not been made. We conclude that BellSouth is obligated to unbundle fiber to the home/fiber to the curb loop to provide a DS1 or DS3 loop in such impaired wire centers. We reach this conclusion because we believe the FCC intended for the continued access of DS1 and DS3 loops in impaired wire centers to be an exception to the fiber to the home/fiber to the curb unbundling exemptions. As noted by CompSouth, the most cogent statement of the FCC's intention in this regard is set forth in a brief which the FCC filed with the D.C. Circuit Court of Appeals in response to Allegiance Telecom's request for a stay of the broadband unbundling policies set forth in the *TRO*.¹⁴⁴ Allegiance Telecom and the other requesting carriers were concerned that the FCC may have restricted access to DS1 loops as part of the broadband unbundling policy set forth in the *TRO*. In explaining its position in the *TRO* and the erratum thereto that generated apparent confusion, the FCC noted that it intended DS1 and DS3 loops to remain available in impaired wire

an unbundled basis regardless of the capacity level or type of loop that the requesting telecommunications carrier seeks to provision for its customer. Said provision defines subloop access and specifies the terms of availability as technically feasible. This includes access to inside wiring which is owned or controlled by the incumbent LEC.

¹⁴³ *MDU Reconsideration Order* at ¶¶ 4-8, *FTTC Reconsideration Order* at ¶ 11.

¹⁴⁴ See FCC Brief in *Allegiance Telecom, Inc. v. FCC*, (CompSouth Hearing Exhibit 6 at pp1-2). As this pronouncement by the FCC was made prior to the *MDU Reconsideration Order*, we conclude that the controlling unbundling criteria in the MDU setting is as stated above- whether the MDU in question predominantly commercial or residential.

centers.¹⁴⁵ We find this statement by the FCC to be most consistent with the overall competitive policies established by the FCC in the *TRO* and *TRRO*.

With respect to the questions raised regarding the overbuild of fiber to the home/fiber to the curb loops in issue 28, we note that the FCC concluded in the *TRO* that requesting carriers are not impaired without access to fiber to the home loops deployed by ILECs in overbuild scenarios except in instances where ILECs elect to retire existing copper loops.¹⁴⁶ In such scenarios, ILECs must unbundle the fiber loops in question for narrowband services only.¹⁴⁷ The existing rules of the FCC clearly incorporate that requirement.¹⁴⁸ Consistent with those rules, we conclude that BellSouth need only provide nondiscriminatory access to a 64 kbps transmission path capable of voice grade service over the fiber-to-the home loop or fiber to the curb loop on an unbundled basis when an election is made to retire copper loops.¹⁴⁹ Notably, existing copper loops that are not retired must be available on a nondiscriminatory basis.¹⁵⁰

4. Issue 24 Hybrid Loops: *What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?*

a. The Position of BellSouth

BellSouth contends that hybrid loops are defined in the federal rules and that the language contained in those rules should be

¹⁴⁵ *Id.*

¹⁴⁶ *TRO* at ¶ 273.

¹⁴⁷ See 47 C.F.R. § 51.319 (a)(3)(iii)(C).

¹⁴⁸ See 47 C.F.R. § 51.319 (a)(3)(A).

¹⁴⁹ *Id.*

¹⁵⁰ See 47 C.F.R. § 51.319 (a)(3)(A).

incorporated into the interconnection amendments that will result from this proceeding. BellSouth objects, however, to CompSouth's proposed language that would require BellSouth to provide access to hybrid loops as a § 271 obligation.¹⁵¹

b. The Position of CompSouth

CompSouth argues that the only "limitation" the FCC placed on BellSouth's unbundling obligations with regard to hybrid loops is that BellSouth need not provide access to the packet-based capability in the loop. CompSouth asserts that this narrow limitation does not affect a CLEC's ability to obtain access to DS1 and DS3 loops in any meaningful way.¹⁵² CompSouth also proposes language that would obligate BellSouth to provide access to hybrid loops as a § 271 obligation.

c. The Findings and Conclusions of the Commission

The parties do not dispute that hybrid loops are defined in the federal rules at 47 C.F.R. § 51.319(a)(2). In accordance with that rule, we conclude that BellSouth shall be required to provide CLECs with nondiscriminatory unbundled access to the time division multiplexing features, functions and capabilities of a hybrid loop (including DS1 and DS3 capacity) pursuant to § 251 where impairment exists. That access provided shall allow the affected CLEC to establish a complete transmission path between BellSouth's central office and an end-user's premises.

The positions of the parties do diverge, however, with respect to whether BellSouth should be required to provide access to hybrid loops

¹⁵¹ BellSouth Post Hearing Brief at pp. 105-106.

pursuant to § 271. For the reasons set forth in the Findings and Conclusions regarding Issue 8(a), the Commission does not appear to have jurisdiction to address the § 271 aspects of this issue.

5. Issue 26 *What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?*

a. The Position of BellSouth

BellSouth asserts that line conditioning is a subset of the routine network modifications which BellSouth regularly undertakes for its own customers.¹⁵³ According to BellSouth, the FCC has clearly recognized that BellSouth does not have an obligation to substantially alter its network in order to provide superior quality interconnection and unbundled access.¹⁵⁴ BellSouth thus asserts that an ILEC need only perform the same routine network modifications to its existing loop facilities for CLECs as it does for its own customers.¹⁵⁵ BellSouth contends that the D.C. Circuit in *USTA II* upheld the distinction drawn by the FCC in the *TRO* between routine network modifications and superior quality alterations stating that said distinction turns on whether the modification is of the sort that the ILEC routinely performs on demand for its own customers.¹⁵⁶

BellSouth lastly asserts that the FCC expressly equated its routine network modification rules to its line conditioning rules in the *TRO*.¹⁵⁷ BellSouth contends that the FCC's actions in that regard

¹⁵² CompSouth Post Hearing Brief at pp. 97-98.

¹⁵³ BellSouth Post Hearing Brief at p. 106, *citing TRO* at ¶ 632.

¹⁵⁴ *Id.*, *citing TRO* at ¶ 630 (quoting, *Iowa Utilities Board v. FCC*, 120 F.3d, 753, 813 (8th Cir. 1997)).

¹⁵⁵ BellSouth Post Hearing Brief at p. 107, *citing TRO* at ¶ 633.

¹⁵⁶ BellSouth Post Hearing Brief at p. 107, *citing USTA II* at ¶ 578.

¹⁵⁷ *Id.*, *citing TRO* at ¶¶ 635 and 250.

confirm that line conditioning is entirely a subset of routine network modifications.

b. The Position of CompSouth

CompSouth urges the Commission to abort BellSouth's attempt to submerge the FCC's preexisting rules on line conditioning into the rules adopted in the *TRO* regarding routine network modifications. CompSouth points out that the line conditioning and routine network maintenance rules are contained in different, wholly separate subsections of the loop unbundling rules.¹⁵⁸ CompSouth asserts that a review of the rules in question clearly indicates that they cover different topics and set forth unique requirements for incumbent local exchange carriers. CompSouth thus states that line conditioning is not at all a "subset" of routine network modifications pursuant to the FCC's rules.¹⁵⁹

CompSouth further expresses its fear that if BellSouth's interpretation that line sharing is indeed a subset of routine network modifications is adopted by the Commission, the result will be extremely detrimental to CLECs because BellSouth does not condition copper loops over 18,000 feet in length for its own DSL services. CompSouth represents that BellSouth will thus refuse to condition copper loops over 18,000 feet in length for CLECs thereby precluding CLECs from taking advantage of emerging technologies that allow DSL to be provided on loops longer than 18,000 feet if those lines are properly conditioned.¹⁶⁰

¹⁵⁸ CompSouth Post Hearing Brief at p. 106, *citing* 47 C.F.R. § 51.319(a)(1)(iii) and 47 C.F.R. § 51.319(a)(i).

¹⁵⁹ *Id.* at pp. 106-107.

¹⁶⁰ *Id.* at p. 108.

CompSouth also argues that a straightforward reading of the FCC's rules and orders indicates that line conditioning should be available at TELRIC rates. If BellSouth's interpretation of the rule is accepted, however, CompSouth maintains that BellSouth may demand exorbitant rates to undertake necessary line conditioning functions.¹⁶¹

c. The Findings and Conclusions of the Commission

Having considered the foregoing, we conclude that line conditioning is not entirely subsumed within the context of routine network maintenance as that term is defined by the FCC. In fact, the FCC has a specific line conditioning rule, 47 C.F.R. § 319(a)(iii) that was reaffirmed by the FCC in the *TRO*. Said rule should be applied pursuant to the FCC's interpretations thereof.¹⁶² We thus conclude that BellSouth shall be required to provide, for CLECs, the same routine network modifications and line conditioning that it normally performs in order to provide DSL services to its own customers even in instances where BellSouth does not provide advanced services to the CLEC end user in question.

6. Issue 27. *What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring or nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?*

a. The Position of BellSouth

BellSouth asserts that since it does not perform functions such as removing load coils on loops that exceed 18,000 feet or removing bridged taps on such loops as a routine network maintenance function,

¹⁶¹ *Id.* at p. 108.

¹⁶² *TRO* ¶¶ 632-641 and 642-648.

the appropriate rate for such services is not TELRIC, but a commercial or tariffed rate. BellSouth further asserts that it should not be limited to TELRIC rates even when the activity the CLECs request was not included in the establishment of such a rate. BellSouth represents that it has no objection to performing nonstandard modifications if CLECs insist upon changes. BellSouth maintains, however, that it is entitled to be fully compensated for performing such functions.¹⁶³

b. The Position of CompSouth

CompSouth objects to any proposal that would allow BellSouth to impose individual case basis ("ICB") pricing for routine network modifications that are performed in the usual and normal course of BellSouth's provisioning of service to customers. CompSouth does not, however, object to the inclusion of language that permits BellSouth to seek cost recovery at the Commission if BellSouth can demonstrate that its routine network modification costs are not recovered in loop rates.

CompSouth does, however, object to BellSouth's alleged attempts to impose unpredictable "special construction" pricing to line conditioning functions. CompSouth requests that the Commission affirm that the TELRIC rates that it has already set for bridged tap removal and load coil removal, including the removal on loops greater than 18,000 feet in length, continue to apply.¹⁶⁴

c. The Findings and Conclusions of the Commission

We conclude that BellSouth should petition the Commission to establish/modify the rate for any routine network modifications it

¹⁶³ BellSouth Post Hearing Brief at p. 109.

DOCKET 29543 - #63

performs for which there is not a currently established Commission rate and/or for which BellSouth asserts that its costs are not recovered in loop rates.¹⁶⁵ Interim rates for the aforementioned services can be established pending the establishment of final rates where applicable.

¹⁶⁴ CompSouth Post Hearing Brief at pp. 110-111.

¹⁶⁵ We note that pursuant to Order entered on May 31, 2002 in Docket 27821, *Generic Proceeding to Establish Prices for Interconnection Services and Unbundled Network Elements*, the Commission established that there should be no charge imposed by BellSouth for bridged tap removal and load coil removal on loops of less than 18,000 feet in length. The Commission did, however, establish rates for bridged tap and load coil removal on loops greater than 18,000 feet in length. Said rates remain effective unless and/or until modified by subsequent Commission Order.

III. ORDERING PARAGRAPHS

IT IS, ACCORDINGLY, ORDERED BY THE COMMISSION, That the foregoing Findings and Conclusions of the Commission are also adopted as the ordering paragraphs of the Commission in this matter.

IT IS FURTHER ORDERED BY THE COMMISSION, That the contractual language attached hereto as Appendix C shall be adopted by all affected entities for purposes of implementing the Findings and Conclusions of the Commission with respect to the issues raised and addressed by the Commission in this cause.

IT IS FURTHER ORDERED BY THE COMMISSION, That jurisdiction in this cause is hereby retained for the issuance of any further order or orders that may appear to be just and reasonable in the premises.

IT IS FURTHER ORDERED, That this Order shall be effective as of the date hereof.

DONE at Montgomery, Alabama, this 20th day of April, 2006.

ALABAMA PUBLIC SERVICE COMMISSION


Jim Sullivan, President


Jan Cook, Commissioner

George C. Wallace, Jr., Commissioner*

*Commissioner Wallace voted in favor of the findings and conclusions set forth herein but did not sign the order.

ATTEST: A True Copy


Walter L. Thomas, Jr., Secretary

APPENDIX A
DOCKET 29543

Alabama

Wire Center	Fiber-Based Collocation	
	BellSouth	CompSouth
BRHMALMT		
MTGMALDA		
MTGMALMT		
HNVIALMT		
MOBLALAZ	>4	>4

APPENDIX B
DOCKET 29543 - #1

State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	December 2004 Data				
				Interoffice Transport			High Capacity Loops	
				Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
AL	BRHMALMT	39,078	-	X				
AL	MTGMALDA	32,752	-		X			
AL	MTGMALMT	27,528	-		X			
AL	HNVIALMT	26,690	-		X			
AL	HNVIALRA	23,616	-			X		
AL	BRHMALRC	21,159	-			X		
AL	MOBLALAZ	20,101	>4	X				
AL	HNVIALUN	18,501	-			X		
AL	BRHMALHW	17,485	-			X		
AL	TSCLALMT	17,030	-			X		
AL	DCTRALMT	16,878	-			X		
AL	MOBLALOS	14,645	-			X		
AL	BRHMALOX	13,367	-			X		
AL	MOBLALSH	12,526	-			X		
AL	HNVIALPW	11,875	-			X		
AL	ALBSALMA	11,819	-			X		
AL	FLRNALMA	11,427	-			X		
AL	BRHMALCH	11,382	-			X		
AL	MOBLALSK	10,799	-			X		
AL	BRHMALVA	10,546	-			X		
AL	BRHMALOM	9,999	-			X		
AL	GDSDALMT	9,697	-			X		
AL	MTGMALNO	9,442	-			X		
AL	CLMNALMA	9,205	-			X		
AL	BSMRALMA	8,889	-			X		
AL	BRHMALFS	8,666	-			X		
AL	ANTNALMT	8,610	-			X		
AL	AUBNALMA	8,086	-			X		
AL	MDSNALNM	7,785	-			X		
AL	SHFDALMT	7,658	-			X		
AL	OPLKALMT	6,754	-			X		
AL	SELMALMT	6,599	-			X		
AL	TSCLALDH	6,495	-			X		
AL	BRHMALWL	6,441	-			X		
AL	MOBLALAP	6,104	-			X		
AL	PHCYALMA	5,905	-			X		
AL	ATHNALMA	5,875	-			X		
AL	MOBLALSF	5,799	-			X		
AL	JSPRALMT	5,788	-			X		
AL	HNVIALLW	5,784	-			X		
AL	BRHMALEN	5,089	-			X		
AL	ANTNALOX	4,651	-			X		
AL	TSCLALNO	4,585	-			X		
AL	BRHMALEL	4,409	-			X		
AL	BRHMALCP	4,288	-			X		
AL	FRHPALMA	4,277	-			X		
AL	TLDGALMA	4,148	-			X		
AL	BRHMALEW	4,106	-			X		
AL	PRVLALMA	4,075	-			X		
AL	ALVLALMA	4,070	-			X		
AL	FTPYALMA	4,042	-			X		
AL	GTVLALNM	3,878	-			X		

APPENDIX B
DOCKET 29543 - #2

State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	December 2004 Data				
				Interoffice Transport			High Capacity Loops	
				Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
AL	EUFLALMA	3,824	-			X		
AL	BRHMALTA	3,564	-			X		
AL	MOBLALPR	3,515	-			X		
AL	MOBLALSA	3,378	-			X		
AL	HNVALRW	3,341	-			X		
AL	TROYALMA	3,279	-			X		
AL	ALCYALMT	3,272	-			X		
AL	BSMRALHT	3,224	-			X		
AL	SYLCALMT	3,013	-			X		
AL	WTMPALMA	2,871	-			X		
AL	BYMNALMA	2,792	-			X		
AL	CLANALMA	2,732	-			X		
AL	BRTOALMA	2,653	-			X		
AL	BOAZALMA	2,583	-			X		
AL	DMPLALMA	2,529	-			X		
AL	GDSALRD	2,299	-			X		
AL	RLVLALMA	2,276	-			X		
AL	BRHMALWE	2,257	-			X		
AL	MNTVALNM	2,229	-			X		
AL	MOBLALTH	2,209	-			X		
AL	TSKGALMA	2,197	-			X		
AL	GRDLALNM	2,106	-			X		
AL	HRTSALNM	2,095	-			X		
AL	ANTNALLE	2,049	-			X		
AL	BRHMALFO	1,943	-			X		
AL	CLMBALMA	1,829	-			X		
AL	GDSALHS	1,818	-			X		
AL	MTGMALMB	1,805	-			X		
AL	MOBLALBF	1,761	-			X		
AL	MOBLALSE	1,716	-			X		
AL	MOLTALNM	1,678	-			X		
AL	JCVLALMA	1,543	-			X		
AL	PNSNALMA	1,516	-			X		
AL	JCSNALNM	1,507	-			X		
AL	ATTLALNM	1,392	-			X		
AL	WRRRALNM	1,261	-			X		
AL	HZGRALMA	1,226	-			X		
AL	THVLALMA	1,194	-			X		
AL	EVRGALMA	1,175	-			X		
AL	CALRALMA	1,174	-			X		
AL	CNVIALMA	1,112	-			X		
AL	DDVLALMA	996	-			X		
AL	DORAALMA	994	-			X		
AL	FMTNALMT	994	-			X		
AL	LVTNALLA	994	-			X		
AL	HNVLALNM	950	-			X		
AL	CHBGALMA	917	-			X		
AL	GNBOALMA	871	-			X		
AL	CHLSALMA	807	-			X		
AL	KLLNALMA	785	-			X		
AL	PDMTALMA	775	-			X		
AL	LFYALRS	768	-			X		

APPENDIX B
DOCKET 29543 - #3

				December 2004 Data				
				Interoffice Transport			High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	Tier 3	No Impairment for DS3	No Impairment for DS1
AL	GYVLALNM	748	-			X		
AL	RDBAALMA	734	-			X		
AL	EUTWALMA	721	-			X		
AL	BSMRALBU	686	-			X		
AL	MARNALNM	660	-			X		
AL	RRVLALMA	610	-			X		
AL	CLMNALFA	606	-			X		
AL	CTRNALNM	583	-			X		
AL	WBTNALNM	572	-			X		
AL	YORKALMA	560	-			X		
AL	GRLYALMA	497	-			X		
AL	CYTNALMA	473	-			X		
AL	PHCYALFM	462	-			X		
AL	VNCNALMA	459	-			X		
AL	LNDNALMA	458	-			X		
AL	CLMNALJC	451	-			X		
AL	STSNALMA	444	-			X		
AL	CRLDALMA	433	-			X		
AL	MTVRALMA	406	-			X		
AL	MCINALMA	390	-			X		
AL	BLFNALMA	363	-			X		
AL	MPVLALMA	347	-			X		
AL	HNVLALBR	334	-			X		
AL	LGTNALMA	314	-			X		
AL	BRPTALMA	312	-			X		
AL	CRHLALNM	297	-			X		
AL	CRDVALMA	292	-			X		
AL	ATHNALER	285	-			X		
AL	UNTWALNM	261	-			X		
AL	OHTCALMA	255	-			X		
AL	FTDPALMA	254	-			X		
AL	TWCKALMA	250	-			X		
AL	PRSHALNM	216	-			X		
AL	TLDGALRF	213	-			X		
AL	HRTSALPE	200	-			X		
AL	GDWRALMA	194	-			X		
AL	HLVIALMA	194	-			X		
AL	HRBOALOM	180	-			X		
AL	BSMRALBP	166	-			X		
AL	LXTNALMA	134	-			X		
AL	MNFDALMA	112	-			X		
AL	EUTWALBO	49	-			X		
	Total	688,366		2	3	141	-	-

APPENDIX C
DOCKET 29543

COMMISSION RECOMMENDED CONTRACTUAL LANGUAGE BY ISSUE

I. 271 Related Issues (Issues 8, 14, 17, 18 and 22)

- A. Issue 8. Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to § 252, network elements under either state law, or pursuant to § 271 or any other federal law other than § 271?**

Recommended Language:

No language is necessary as the Findings and Conclusions of the Commission dictate the duties of the affected entities.

- B. Issue 14. What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in interconnection agreements to implement commingling (including rates)?**

Recommended Language:

Commingling of Services:

Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a combination, to one or more Telecommunications Services or facilities that <<customer-shortname>> has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. The wholesale services that can be commingled with Network Elements or a Combination include network elements required to be unbundled under Section 271. <<customer-shortname>> must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

Subject to the limitations set forth elsewhere in this Appendix, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

Unless expressly prohibited by the terms of this Attachment, BellSouth shall permit <<customer-shortname>> to Commingle an Unbundled Network Element or a Combination of unbundled Network Elements with wholesale services obtained from BellSouth, services obtained from third parties or facilities provided by <<customer-shortname>>. For purposes of example only, <<customer-shortname>> may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with wholesale services including

APPENDIX C
DOCKET 29543 - #2

switched and special access services, or services purchased under resale arrangements with BellSouth.

Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth by separate agreement.

When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment __ and are incorporated herein by this reference. The charges shall be as set forth in Exhibit __.

- C. Issue 17** **Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC orders to provide line sharing to new CLEC customers after October 1, 2004?**
- Issue 18** **If the answer to Issue 17 is negative, what is the appropriate language for transitioning all of the CLECs' line sharing arrangements?**

Recommended Language:

Line Sharing:

General: Line Sharing is defined as the process by which <<customer-shortname>> provides digital subscriber line service ("xDSL") over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and <<customer-shortname>> using the high frequency spectrum (as defined below) of the Loop.

Availability: Line Sharing arrangements in service as of October 1, 2003 under a prior Interconnection Agreement between BellSouth and <<customer-shortname>>, will remain in effect until the End User discontinues or moves xDSL service with <<customer-shortname>>. Arrangements pursuant to this Section will be billed at the rates set forth in Exhibit __.

For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit __.

For Line Sharing arrangements placed in service on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be as set forth in Exhibit __.

APPENDIX C
DOCKET 29543 - #3

Any Line Sharing arrangements placed in service on or after October 2, 2003; and not otherwise terminated, shall terminate on October 2, 2006.

No new line sharing arrangements may be ordered.

Definitions/Technical Requirements: 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 <<customer-shortname>> the ability to provide xDSL data services to the End User for which BellSouth provides voice services.

The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer-shortname>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.

Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DSLAMs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.

Loop Modification: BellSouth will provide Loop Modification to <<customer-shortname>> on an existing Loop for Line Sharing in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If <<customer-shortname>> requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, <<customer-shortname>> shall pay for the Loop to be restored to its original state.

Termination/Disconnection of Analog Voice Service: Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and <<customer-shortname>> desires to continue providing xDSL service on such Loop, <<customer-shortname>> or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and <<customer-shortname>> purchases the full stand-alone Loop, <<customer-shortname>> may elect the type of Loop it will purchase. <<customer-shortname>> will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event <<customer-

APPENDIX C
DOCKET 29543 - #4

shortname>> purchases a voice grade Loop, <<customer-shortname>> acknowledges that such Loop may not remain xDSL compatible.

In the event the End User terminates its BellSouth provided voice service, and <<customer-shortname>> requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing <<customer-shortname>> for the High Frequency Spectrum and begin billing <<customer-shortname>> for the full stand-alone Loop. BellSouth will continue to bill <<customer-shortname>> for all associated splitter charges if <<customer-shortname>> continues to use a BellSouth splitter. Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

Once BellSouth has placed cross-connects on behalf of <<customer-shortname>> to provide <<customer-shortname>> access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, <<customer-shortname>> may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of <<customer-shortname>>'s cable pairs or splitter ports after BellSouth has placed cross-connection to provide <<customer-shortname>> access to the High Frequency Spectrum.

BellSouth shall bill and <<customer-shortname>> shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

BellSouth's Local Ordering Handbook (LOH) will provide <<customer-shortname>> the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

Maintenance and Repair - Line Sharing: <<customer-shortname>> shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. <<customer-shortname>> may test from the collocation space, the Termination Point, or the NID. BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. <<customer-shortname>> will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

<<customer-shortname>> shall inform its End Users to direct data problems to <<customer-shortname>>, unless both voice and data services are impaired, in which event <<customer-shortname>> should direct the End Users to contact BellSouth. Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

- D. Issue 22. What is the appropriate interconnection language, if any, to address access to call related data bases?**

Recommended Language:

APPENDIX C
DOCKET 29543 - #5

Call Related Data bases and Signaling:

Call Related Data bases are the data bases other than OSS that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunication Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related data bases and signaling including but not limited to, BellSouth Switched Access 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP)Data bases, Local Number Portability (LNP) Data bases and Calling Name (CNAM) Data base Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to <<customer-shortname>> pursuant to this Agreement.

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

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

LIDB:

LIDB is a transaction-oriented data base accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer-shortname>> must purchase appropriate signaling links pursuant to Section X.4 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

LIDB Technical Requirements:

BellSouth will offer to <<customer-shortname>> any additional capabilities that are developed for LIDB during the life of this Agreement

APPENDIX C
DOCKET 29543 - #6

BellSouth shall process <<customer-shortname>>'s customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to <<customer-shortname>> what additional functions (if any) are performed by LIDB in the BellSouth network.

Within two (2) weeks after a request by <<customer-shortname>>, BellSouth shall provide <<customer-shortname>> with a list of the customer data items, which <<customer-shortname>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.

BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.

BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.

All additions, updates and deletions of <<customer-shortname>> data to the LIDB shall be solely at the direction of <<customer-shortname>>. Such direction from <<customer-shortname>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

BellSouth shall provide priority updates to LIDB for <<customer-shortname>> data upon <<customer-shortname>>'s request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer-shortname>> customer records will be missing from LIDB, as measured by <<customer-shortname>> audits. BellSouth will audit <<customer-shortname>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer-shortname>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer-shortname>> within one (1) business day of audit. Once reconciled records are received back from <<customer-shortname>>, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Standard Time.

If more than five hundred (500) records are received, BellSouth will contact <<customer-shortname>> to negotiate a time frame for the updates, not to exceed three (3) business days.

APPENDIX C
DOCKET 29543 - #7

BellSouth shall perform backup and recovery of all of <<customer-shortname>>'s data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.

BellSouth shall provide <<customer-shortname>> with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between <<customer-shortname>> and BellSouth

BellSouth shall prevent any access to or use of <<customer-shortname>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer-shortname>> in writing.

BellSouth shall provide <<customer-shortname>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer-shortname>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer-shortname>> the screening information associated with LIDB Data Screening of <<customer-shortname>> data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to <<customer-shortname>> under the BFR/NBF Process as set forth in Attachment __.

BellSouth shall accept queries to LIDB associated with <<customer-shortname>> customer records and shall return responses in accordance with industry standards.

BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in industry standards.

LIDB Interface Requirements:

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

The interface to LIDB shall be in accordance with the technical references contained within.

APPENDIX C
DOCKET 29543 - #8

The CCS interface to LIDB shall be the standard interface described herein.

The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

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

Signaling:

BellSouth shall offer access to signaling and access to BellSouth's signaling data bases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and data bases. Available signaling elements include signaling links, STPs and SCPs. Signaling functionality will be available with both A-link and B-link connectivity.

Signaling Link Transport:

Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer-shortname>> designated SPOI that provide appropriate physical diversity.

Signaling Link Transport Technical Requirements:

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

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

As a "B-link" Signaling Link Transport is a connection between two (2) STP switch pairs in different company networks (e.g., between two (2) STP switch pairs for two (2) CLECs).

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

APPENDIX C
DOCKET 29543 - #9

An A-link layer shall consist of two (2) links; and

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

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

No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).

Signaling Interface Requirements:

There shall be a DS1 (1.544 Mbps) interface at <<customer-shortname>>'s designated SPOs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

STP:

An STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, data base elements and signaling transfer point switches.

STP Technical Requirements:

STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth SCPs/Data bases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.

The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. Rates for ISDNUP and TCAP messages are as set forth in Exhibit A.

If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer-shortname>> local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer-shortname>>

APPENDIX C
DOCKET 29543 - #10

local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer-shortname>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer-shortname>> data base, then <<customer-shortname>> agrees to provide BellSouth with the Destination Point Code for <<customer-shortname>> data base.

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

Where the destination signaling point is a BellSouth local or tandem switching system or data base, or is a <<customer-shortname>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

SS7:

When technically feasible and upon request by <<customer-shortname>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer-shortname>>'s SS7 network to exchange TCAP queries and responses with a <<customer-shortname>> SCP.

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

APPENDIX C
DOCKET 29543 - #11

SS7 Interface Requirements:

BellSouth shall provide the following STP options to connect <<customer-shortname>> or <<customer-shortname>>-designated Local Switching systems to the BellSouth SS7 network:

An A-link interface from <<customer-shortname>> Local Switching systems; and A B-link interface from <<customer-shortname>> local STI's.

Each type of interface shall be provided by one or more layers of signaling links.

The SPOI for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

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

Message Screening:

BellSouth shall set message screening parameters so as to accept valid messages from <<customer-shortname>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer-shortname>> switching system has a valid signaling relationship.

BellSouth shall set message screening parameters so as to pass valid messages from <<customer-shortname>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the <<customer-shortname>> switching system has a valid signaling relationship.

BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer-shortname>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer-shortname>> SCP has a valid signaling relationship.

SCP/Data bases:

Call Related Data bases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Data bases: LNP, LIDB, Toll Free Number Data base, ALI/DMS, and CNAM Data base. BellSouth also provides access to SCE/SMS application data bases and DA.

APPENDIX C
DOCKET 29543 - #12

A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SMS provides operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

SCPs/Data bases Technical Requirements:

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

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

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

LNP Data base:

The Permanent Number Portability (PNP) data base supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP data base at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

CNAM Data base Service:

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

<<customer-shortname>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Data base Services. Said notice shall be in writing no less than sixty (60) days prior to <<customer-shortname>>'s access to BellSouth's CNAM Data base Services and shall be addressed to <<customer-shortname>>'s Local Contract Manager.

<<customer-shortname>>'s End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM data base, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM data base. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name data bases. In the event BellSouth does not query a third party calling name data base that stores the calling party's information, BellSouth cannot deliver the calling party's information to a called End User. In addition, BellSouth cannot deliver the calling party's information where the calling party subscribes to any service that would block or

APPENDIX C
DOCKET 29543 - #13

otherwise cause the information to be unavailable. For each <<customer-shortname>> End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, BellSouth will launch a query on a per call basis to the BellSouth CNAM data base, or, subject to Section _ above, to a third party calling name data base, to provide calling name information, if available, to <<customer-shortname>>'s End User. <<customer-shortname>> shall pay the rates set forth in Exhibit _, on a per query basis, for each query to the BellSouth CNAM data base made on behalf of an <<customer-shortname>> End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, <<customer-shortname>> shall reimburse BellSouth for any charges BellSouth pays to third party calling name data base providers for queries launched to such data base providers for the benefit of <<customer-shortname>>'s End Users.

BellSouth currently does not have a billing mechanism for CNAM queries. Until a mechanized billing solution is available for CNAM queries, BellSouth shall bill <<customer-shortname>> at the applicable rates set forth in Exhibit _ based on a surrogate of two hundred and fifty-six (256) data base queries per month per <<customer-shortname>>'s End Users with the Caller ID feature.

SCE/SMS AIN Access:

BellSouth's SCE/SMS AIN Access shall provide <<customer-shortname>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

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 <<customer-shortname>>. 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.

BellSouth SCP shall partition and protect <<customer-shortname>> service logic and data from unauthorized access.

When <<customer-shortname>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer-shortname>> to use BellSouth's SCE/SMS AIN Access to create and administer applications. <<customer-shortname>> access will be provided via remote data connection (e.g., dial-in, ISDN).

BellSouth shall allow <<customer-shortname>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

Automatic Location Identification/Data Management System:

911 and E911 Data bases:

APPENDIX C
DOCKET 29543 - #14

BellSouth shall provide <<customer-shortname>> with nondiscriminatory access to 911 and E911 data bases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

The ALI/DMS data base contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS data base is used to provide enhanced routing flexibility for E911. <<customer-shortname>> will be required to provide the BellSouth 911 data base vendor daily service order updates to E911 data base in accordance with Section _ below.

911/E911 Technical Requirements:

BellSouth's 911 data base vendor shall provide <<customer-shortname>> the capability of providing updates to the ALI/DMS data base through a specified electronic interface. <<customer-shortname>> shall contact BellSouth's 911 data base vendor directly to request interface. <<customer-shortname>> shall provide updates directly to BellSouth's 911 data base vendor on a daily basis. Updates shall be the responsibility of <<customer-shortname>> and BellSouth shall not be liable for the transactions between <<customer-shortname>> and BellSouth's 911 data base vendor.

It is <<customer-shortname>>'s responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 data base vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLIC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

<<customer-shortname>> shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.

Stranded Unlocks:

Stranded unlocks are defined as End User records in BellSouth's ALI/DMS data base that have not been migrated for over ninety (90) days to <<customer-shortname>>, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for <<customer-shortname>> to assume responsibility for such records.

Based upon End User record ownership information available in the NPAC data base, BellSouth shall provide a Stranded Unlock annual report to <<customer-shortname>> that reflects all Stranded Unlocks that remain in the ALI/DMS data base for over ninety (90) days. <<customer-shortname>> shall review the Stranded Unlock report, identify its End User records and request to

APPENDIX C
DOCKET 29543 - #15

either delete such records or migrate the records to <<customer-shortname>> within two (2) months following the date of the Stranded Unlock report provided by BellSouth. <<customer-shortname>> shall reimburse BellSouth for any charges BellSouth's data base vendor imposes on BellSouth for the deletion of <<customer-shortname>>'s records.

911 PBX Locate Service®:

911 PBX Locate Service is comprised of a data base capability and a separate transport component.

Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.

The data base capability of 911 PBX Locate Service® allows <<customer-shortname>> to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the <<customer-shortname>> PBX 911 End User station telephone number for the 911 call that is placed by the End User.

<<customer-shortname>> may order either the data base capability or the transport component as desired or <<customer-shortname>> may order both components of the service.

911 PBX Locate Data base Capability:

<<customer-shortname>>'s End User or <<customer-shortname>>'s End User's data base management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 data base vendor. The data will be loaded and maintained in BellSouth's ALI data base.

Ordering, provisioning, testing and maintenance shall be provided by <<customer-shortname>> pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

<<customer-shortname>>'s End User, or <<customer-shortname>>'s End User data base management agent must provide ongoing updates to BellSouth's 911 data base vendor within a commercially reasonable time frame of all PBX station telephone number adds, moves and deletions. It will be the responsibility of <<customer-shortname>> to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. <<customer-shortname>> should not submit telephone number updates for specific PBX station telephone numbers that are submitted by <<customer-shortname>>'s End User, or <<customer-shortname>>'s End User DMA under the terms of 911 PBX Locate product.

<<customer-shortname>> must provision all PBX station numbers in the same LATA as the E911 tandem.

APPENDIX C
DOCKET 29543 - #16

<<customer-shortname>> agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by <<customer-shortname>>'s End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by <<customer-shortname>> or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or willful misconduct. <<customer-shortname>> is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to <<customer-shortname>>'s End User or DMA pursuant to these terms. Specifically, <<customer-shortname>>'s End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

<<customer-shortname>> may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for <<customer-shortname>>'s End Users' telephone numbers for which it has direct management authority.

911 PBX Locate Transport Component:

The 911 PBX Locate Service transport component requires <<customer-shortname>> to order a CAMA type dedicated trunk from <<customer-shortname>>'s End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the <<customer-shortname>>'s End User premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. <<customer-shortname>> is responsible for connectivity between the End User's PBX and <<customer-shortname>>'s switch or POP location. <<customer-shortname>> will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a <<customer-shortname>> purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). <<customer-shortname>> is responsible for ensuring that the PBX switch is capable of sending the calling

APPENDIX C
DOCKET 29543 - #17

station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

Ordering and Provisioning:

<<customer-shortname>> will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.

Testing and maintenance shall be provided by <<customer-shortname>> pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.

Rates for 911 PBX Local Service:

Rates for the 911 PBX Locate Service data base component are set forth in Exhibit __. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer-shortname>> pursuant to the terms and conditions set forth in Attachment __.

II. Transitional Issues (Issues 2, 3, 4, 5, 9, 10, 11 and 32)

A. Issue 2. *TRRO Transition Plan - What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's TRRO, issued February 4, 2005?*

Issue 11. *UNEs That Are Not Converted: What rates, terms and conditions, if any, should apply to UNEs that are not converted on or before March 1, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms, and conditions that apply in such circumstances?*

Recommended Language:

The foregoing language is applicable to CLECs that have current interconnection agreements with BellSouth:

Transition for DS1 and DS3 Loops:

Definitions:

For purposes of this Section __, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 11, 2006.

For purposes of this Section __, Embedded Base means DS1 and DS3 Loops that were in service for <<customer-shortname>> as of March 11, 2005,

APPENDIX C
DOCKET 29543 - #18

(and/or were added during the Transition Period as permitted by Commission order), in those wire centers that, as of such date (or thereafter as applicable), met the criteria set forth in Section __. The Embedded Base shall not include subsequent disconnects and/or lost End Users.

Excess DS1 and DS3 Loops are those <<customer-shortname>> DS1 and DS3 Loops in service as of March 11, 2005 (or added during the Transition Period) pursuant to Commission Order in excess of the caps set forth in Sections __ and __ below, respectively. Subsequent disconnects and/or lost End Users shall be removed from the calculation of Excess DS1 and DS3 Loops.

Transition Period Pricing:

From March 11, 2005, through the expiration of the Transition Period on March 10, 2006, BellSouth shall charge/collect a rate for <<customer-shortname>>'s Embedded Base and <<customer-shortname>>'s Excess DS1 and DS3 Loops equal to the higher of:

115% of the rate paid for that element on June 15, 2004; or

115% of any new rate the Commission established between June 16, 2004 and March 11, 2005.

These rates shall be as set forth in Exhibit. __.

If <<customer-shortname>> failed to submit conversion orders for its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, BellSouth will identify and transition such circuits to the equivalent wholesale services provided by BellSouth. Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to the Commission-established switch-as-is charge of \$5.59.

For Embedded Base circuits and Excess DS1 and DS3 Loops converted, the applicable recurring tariff charge shall apply to each circuit as of March 11, 2006. The transition of the Embedded Base and Excess DS1 and DS3 Loops should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to <<customer-shortname>>'s customers' service.

Transition for Dark Fiber Loop:

Definitions:

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

APPENDIX C
DOCKET 29543 - #19

For purposes of this Section __, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

For purposes of this Section __, Embedded Base means Dark Fiber Loops that were in service for <<customer-shortname>> as of March 11, 2005 and/or added during the Transition Period pursuant to Commission Order. Subsequent disconnects and/or lost of End Users shall be removed from the Embedded Base.

During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for <<customer-shortname>> at the terms and conditions set forth in this Attachment.

Transition Period Pricing:

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge a rate for <<customer-shortname>>'s Embedded Base of Dark Fiber Loops equal to the higher of:

115% of the rate paid for that element on June 15, 2004; or

115% of any new rate the Commission established between June 16, 2004 and March 11, 2005.

These rates shall be as set forth in Exhibit_.

The Transition Period shall apply only to <<customer-shortname>>'s Embedded Base and <customer-shortname>> shall not add new Dark Fiber Loops pursuant to this Agreement.

Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

<<customer-shortname>> shall strive to provide spreadsheets to BellSouth no later than September 10, 2006, identifying the specific Dark Fiber Loops, to be either disconnected or converted to other BellSouth services. <<customer-shortname>> may transition from Dark Fiber Loops to other available wholesale facilities provided by BellSouth, including special access, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section __, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base Dark Fiber Loops. If <<customer-shortname>> chooses to convert the Dark Fiber UNE Loops to special access circuits, BellSouth will include such Dark Fiber Loops once converted within <<customer-shortname>>'s total special access circuits and apply any discounts to which <<customer short name>> is entitled.

If <<customer-shortname>> submits the spreadsheets specified in Section __ above for all of its Embedded Base on or before September 10, 2006,

APPENDIX C
DOCKET 29543 - #20

Conversions shall be subject to Commission- approved switch-as-is charges and no disconnect charges.

If <<customer short name>> fails to submit the spreadsheet(s) specified in Section ___ above for all of its Embedded Base on or before September 10, 2006, BellSouth will identify <<customer-shortname>>'s remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section shall be subject to Commission-established switch-as-is charge of \$5.59.

For Embedded Base circuits converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to <<customer-shortname>>'s customers' service.

Transition for Local Switching:

Definitions:

Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section ___ are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section ___ below.

For purposes of this Section ___, the Transition Period for the Embedded Base of Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

For purposes of this Section ___, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for <<customer-shortname>> as of March 11, 2005 and/or were added during the Transition Period as permitted by Commission order. Subsequent disconnects and/or lost End Users shall be removed from the Embedded Base.

Transition Period Pricing:

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for <<customer-shortname>>'s Embedded Base of Local Switching equal to the higher of:

The rate at which during <<customer-shortname>> leased that combination of elements on June 15, 2004, plus one dollar; or

Any rate the Commission established between June 16, 2004 and the effective date of the TRRO, plus one dollar.

These rates shall be as set forth in Exhibit__.

APPENDIX C
DOCKET 29543 - #21

If <<customer short name>> failed to submit orders to disconnect or convert all of its Embedded Base of Local Switching on or before March 10, 2006, BellSouth will identify <<customer-shortname>>'s remaining Embedded Base of Local Switching and will disconnect such Local Switching circuits. BellSouth may only impose the Commission-established switch-as-is charge of \$5.59 for such disconnections, however.

As of March 11, 2006, Local Switching was no longer required to be made available pursuant to this Agreement.

The transition of the Embedded Base should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to <<customer-shortname>>'s customers' service.

Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to <<customer-shortname>>.

Transition for UNE-P:

Definitions:

UNE-P is DS0 Local Switching, in combination with a Loop and Common (Shared) Transport used to provide local exchange service for the origination or termination of calls. UNE-P supports the same local calling and feature requirements as described in the Local Switching section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

Notwithstanding anything to the contrary in this Agreement, BellSouth is not required to provide UNE-P pursuant to this Agreement except as set forth in this Section.

For purposes of this Section __, the Transition Period for UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

For purposes of this Section —, Embedded Base shall mean UNE-P and any additional elements that are required to be provided in conjunction with UNE-P (signaling networks, call-related databases, and shared transport), as such elements are defined at 47 C.F.R. § 51.319(d)(4)(i), that were in service for <<customer-shortname>> as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order. Subsequent disconnects, and/or lost End Users shall be removed from the Embedded Base.

Transition Period Pricing:

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for <<customer-shortname>>'s Embedded Base of Local Switching equal to the higher of:

APPENDIX C
DOCKET 29543 - #22

The rate at which during <<customer-shortname>> leased that combination of elements on June 15, 2004, plus one dollar; or

The rate the Commission established, if any, between June 15, 2004, and the effective date of the TRRO, plus one dollar.

These rates shall be as set forth in Exhibit _.

If <<<<customer-shortname>>>> failed to submit orders or spreadsheets converting all of the Embedded Base of UNE-P on or before March 10, 2006, BellSouth will identify <<<customer-shortname>>>>'s remaining Embedded Base of UNE-P and will transition such UNE-P to resold BellSouth telecommunication services, as set forth in Attachment _. Those circuits identified and transitioned by BellSouth shall be subject to the Commission-established switch-as-is charge of \$5.59.

For Embedded Base UNE-P converted or transitioned, the applicable recurring tariff charges shall apply as of March 11, 2006. The transition of the Embedded Base should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to <customer short name>>'s customers' service.

As of March 11, 2006, UNE-P was no longer required to be made available pursuant to this Agreement.

BellSouth shall make 911 updates in the BellSouth 911 database for <<customer short name>>'s UNE-P. BellSouth will not bill <<<<customer-shortname>>>> for 911 surcharges. <<<<customer-shortname>>>> is responsible for paying all 911 surcharges to the applicable governmental agency.

Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities:

Definitions:

Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by <<<<customer-shortname>>>>, including but not limited to DS1, DS3 and OCN level services, as well as dark fiber, dedicated to <<<<customer-shortname>>>>. BellSouth shall not be required to provide access to OCN level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section _, BellSouth shall not be required to provide to <<<<customer-shortname>>>> unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

For purposes of this Section _, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

APPENDIX C
DOCKET 29543 - #23

For purposes of this Section __, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for <<customer short name>> as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in Sections __ or __ below. Subsequent disconnects and/or lost End Users shall be removed from the Embedded Base.

For purposes of this Section __, Embedded Base Entrance Facilities means Entrance Facilities that were in service for <<<<customer-shortname>>>> as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order. Subsequent disconnects and/or lost customers shall be removed from the Embedded Base.

For purposes of this Section __, Excess DS1 and DS3 Dedicated Transport means those <<<<customer-shortname>>>> DS1 and DS3 Dedicated Transport facilities in service as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order, in excess of the caps set forth in Section __. Subsequent disconnects and/or lost End Users shall be removed from Excess DS1 and DS3 Loops.

Transition Period Pricing:

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for <<<<customer-shortname>>>>'s Embedded Base of DS1 and DS3 Dedicated Transport and for <<<<customer-shortname>>>>'s Excess DS1 and DS3 Dedicated Transport, as described in this Section __, equal to the higher of:

115% of the rate paid for that element on June 15, 2004; or

115% of any new rate the Commission established between June 16, 2004 and March 11, 2005.

These rates shall be as set forth in Exhibit __.

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for <<customer short name>>'s Embedded Base Entrance Facilities as set forth in Exhibit __.

If <<<<customer-shortname>>>> failed to submit the spreadsheet(s) identifying its Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, BellSouth will identify <<customer short name>>'s remaining Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the Commission-established switch-as-is charge of \$5.59.

For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of March 1, 2006.

APPENDIX C
DOCKET 29543 - #24

The transition of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to <<customer short name>>'s customers' service.

Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities:

Definitions:

Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section _ below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

For purposes of this Section _ the Transition Period for the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

For purposes of this Section _, Embedded Base means Dark Fiber Transport that was in service for <<<<customer-shortname>>>> as of March 11, 2005 and/or added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in Section _ or _ below. Subsequent disconnects and/or lost End Users shall be removed from the Embedded Base.

For purposes of this Section _, Embedded Base Dark Fiber Entrance Facilities means Fiber Entrance Facilities that were in service for <<customer short name>> as of March 11, 2005 and/or were added during the Transition Period pursuant to Commission order in those wire centers that, as of such date, met the criteria set forth in _. Subsequent disconnects and/or lost End Users shall be removed from the Embedded Base.

Transition Period Pricing:

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for <<<<customer-shortname>>>>'s Embedded Base and Embedded Base Dark Fiber Entrance Facilities equal to the higher of:

115% of the rate paid for that element on June 15, 2004; or

115% of any new rate the Commission established between June 16, 2004 and March 11, 2005.

These rates shall be as set forth in Exhibit_.

APPENDIX C
DOCKET 29543 - #25

From March 11, 2005, through the completion of the Transition Period, BellSouth shall charge/collect a rate for <<customer short name>>'s Embedded Base Entrance Facilities as set forth in Exhibit __.

No later than September 10, 2006 <<<<customer-shortname>>>> shall strive to submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section __. <<<<customer-shortname>>>> may transition from these Dark Fiber Transport and Dark Fiber Entrance Facilities to other available wholesale arrangements provided by BellSouth, wholesale facilities obtained from other carriers, or self-provisioned facilities. For Conversions as defined in Section __, such spreadsheet shall take the place of an LSR or ASR. If a <<customer short name>> chooses to convert the Dark Fiber UNE Transport circuits and Dark Fiber Entrance Facilities to special access circuits, BellSouth will include such Dark Fiber UNE Transport circuits and Dark Fiber UNE Entrance Facilities once converted within <<<<customer-shortname>>>>'s total special access circuits and apply any discounts to which <<<<customer-shortname>>>> is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities.

If <<customer short name>> submits the spreadsheets specified in Section __ for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, Conversions shall be subject to Commission-approved switch-as-is charges.

If <<<<customer-shortname>>>> fails to submit the spreadsheet(s) for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities prior to September 10, 2006, BellSouth will identify <<<<customer-shortname>>>>'s remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the Commission-approved switch-as-is charge of \$5.59.

For Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities converted or transitioned, the applicable recurring tariff charge shall apply to each circuit as of September 11, 2006. The transition of the Embedded Base Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to <<<<customer-shortname>>>>'s customers' service.

Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services:

Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<<<customer-shortname>>>> pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to <<customer short name>> pursuant to Section 251 of the Act and

APPENDIX C
DOCKET 29543 - #26

under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring Commission-approved switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit __. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<<<customer-shortname>>>>. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages.

- B. Issue 3. Modification and Implementation of Interconnection Agreement Language:**
(a) How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer § 251 (c)(3) obligations? (b) What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer § 251(c) (3) obligations.

Recommended Language:

No language is necessary as the Findings and Conclusions of the Commission dictate the duties of the affected entities.

- C. Issue 4. High Capacity Loops and Dedicated Transport: *What is the appropriate language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined: (i) business line; (ii) fiber-based colocation; (iii) building; (iv) route; (v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (vi) is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers?***

Recommended Language:

Loops/Transport:

Language to implement BellSouth's obligation to provide § 251 unbundled access to high capacity loops and dedicated transport is set forth under Issue 2.

Definitions:

APPENDIX C
DOCKET 29543 - #27

(i) Business Line: For purposes of this Attachment __, a "Business Line" is, as defined in 47 C.F.R. § 51.5, a BellSouth-owned switched access line used to serve a business customer, whether by BellSouth itself or by a CLEC that leases the line from BellSouth. The number of business lines in a wire center shall equal the sum of all BellSouth business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with BellSouth end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 business lines."

(ii) Fiber-Based Collocator: For purposes of this Attachment __, a "Fiber-Based Collocator" is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an infeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

(iii) Building: For purposes of this Attachment __, a "Building" is a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment __. Two or more physical areas served by individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunication services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

(iv) Route: For purposes of this Attachment __, a "Route" is, as defined in 47 C.F.R. § 51.319(e), a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LEC's wire centers or switches. A route between two points (e.g. wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the

APPENDIX C
DOCKET 29543 - #28

same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

- D. Issue 5. **Unimpaired Wire Centers: (a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's § 251 nonimpairment criteria for high-capacity loops and transport is appropriate? (b) What procedures should be used to identify those wire centers that satisfy the FCC's § 251 nonimpairment criteria for high-capacity loops and transport? (c) What language should be included in agreements to reflect the procedures identified in (b)?**

Recommended Language:

There is no language recommended for this issue as the initial non-impaired wire center determination of the Commission is set forth in Appendix B hereto. The procedures for the designation of future wire centers as non-impaired and the procedures for service transitions necessitated thereby are set forth for the language recommended in issue 10 below.

- E. Issue 9. **Conditions Applicable to the Embedded Base: What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?**

Recommended Language:

No language is necessary as the Findings and Conclusions of the Commission render this issue moot.

- F. Issue 10. **Transition of De-listed Network Elements To Which No Specified Transition Period Applies: What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as § 251 UNEs to non-§ 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period; and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's nonimpairment standards at this time, but that meet such standards in the future?**

Recommended Language:

(a) The following language is recommended only for CLECs with existing ICAs with BellSouth:

Except to the extent expressly provided otherwise in this Attachment, <<customer-shortname>> may not maintain unbundled network elements or

APPENDIX C
DOCKET 29543 - #29

combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that <<customer-shortname>> has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide <<customer-shortname>> with written notice that such Arrangements must be converted or disconnected within thirty (30) days of the receipt of such notice. The written notice provided by BellSouth must identify, by circuit identification number(s), the specific Arrangement(s) which BellSouth insists must be converted or disconnected. Those circuits identified by <<customer-shortname>> within such thirty (30) day period for conversion shall be converted subject to Commission-approved switch-as-is rates with no UNE disconnect charges. If <<customer-shortname>> fails BellSouth's dispute BellSouth's claims or fails to submit orders to disconnect, or convert such Arrangements within the established thirty (30)-day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent BellSouth service as set forth in BellSouth's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.

(b) Modifications and Updates to the Wire Center List and Subsequent Transition Periods. (The language below is applicable both to existing and new ICAs):

DS1 or DS3 loops, or Dedicated Transport in Wire Centers that meet the TRRO Non-Impaired Criteria in the Future:

In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section __, but that were not included in the Initial Non-Impaired Wire Center List adopted by the Commission, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new DS1 or DS3 Loops, or transport, as applicable, in such additional wire center(s), except pursuant to self-certification by <<customer-shortname>>. BellSouth may review the self-certification claim of <<customer-shortname>> and seek dispute resolution through the Commission if needed. During the dispute resolution period, the applicable DS1 or DS3 loop rate will not change unless ordered by the Commission. Upon the Commission's resolution of the dispute, said rates will be trued up if necessary, to the time BellSouth provisioned in the order in question.

BellSouth shall make available de-listed DS1 and DS3 Loops and transport that were in service for <<customer-shortname>> in a de-listed wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

APPENDIX C
DOCKET 29543 - #30

Subsequent disconnects and/or lost End Users shall be removed from the Subsequent Embedded Base.

The rate that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall be the rate paid for that element at the time of the CNL posting, plus 15%.

No later than one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, <<customer-shortname>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section __, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a <<customer-shortname>> chooses to convert the de-listed DS1 and DS3 Loops and Transport to special access circuits, BellSouth will include such de-listed DS1 and DS3 Loops and Transport once converted within <<customer-shortname>>'s total special access circuits and apply any discounts to which <<customer-shortname>> is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

If <<customer-shortname>> submits the spreadsheet(s) for its Subsequent Embedded Base by one hundred and eighty (180) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch as-is charge.

If <<customer-shortname>> fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer-shortname>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the switch-as-is rate established by the Commission.

For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to <<customer-shortname>>'s customers' service.

Dark Fiber Transport in Wire Centers that Meet the TRRO Non-impaird Criteria in the Future:

In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section __ above, but that were not included in the Initial Non-Impaired Wire Center List adopted by the Commission, BellSouth shall include

APPENDIX C
DOCKET 29543 - #31

such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."

Effective thirty (30) calendar days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle new Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to self-certification by <<customer-shortname>>. BellSouth may review the self-certification claim of <<customer-shortname>> and seek dispute resolution through the Commission if needed. During the dispute resolution period, the applicable Dark Fiber Transport rate will not change unless ordered by the Commission. Upon the Commission's resolution of the dispute, said rates will be trued up if necessary, to the time BellSouth provisioned the order in question.

For purposes of Section __, BellSouth shall make available dark fiber transport that was in service for <<customer-shortname>> in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) calendar day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until two hundred and seventy (270) calendar days after the thirtieth (30th) calendar day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

Subsequent disconnects and/or lost End Users shall be removed from the Subsequent Embedded Base.

The rate that shall apply to the Subsequent Embedded Base throughout the entire Subsequent Transition Period shall be the rate paid for that element at the time of the CNL posting, plus 15%.

No later than two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer-shortname>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. For Conversions as defined in Section __, such spreadsheets shall take the place of an LSR or ASR. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base of circuits. If a <<customer-shortname>> chooses to convert the Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport once converted within <<customer-shortname>>'s total special access circuits and apply any discounts to which <<customer-shortname>> is entitled. The Parties shall negotiate a projected schedule for the Conversion of the Subsequent Embedded Base.

If <<customer-shortname>> submits the spreadsheet(s) for its Subsequent Embedded Base within two hundred and seventy (270) calendar days from BellSouth's CNL identifying the Subsequent Wire Center List, those identified circuits shall be subject to the Commission-approved switch-as-is charge.

If <<customer-shortname>> fails to submit the spreadsheet(s) for all of its Subsequent Embedded Base within two hundred and seventy (270) calendar

APPENDIX C
DOCKET 29543 - #32

days after the date of BellSouth's CNL identifying the Subsequent Wide Area Center List, BellSouth will identify <<customer-shortname>>'s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s) subject to the switch-as-is charge established by the Commission.

For Subsequent Embedded Base circuits converted or transitioned, the applicable recurring tariff charges shall apply on the first day after the end of the Subsequent Transition Period. The transition of the Subsequent Embedded Base circuits should be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to <<customer-shortname>>'s customers' service.

- G. Issue 32. Binding Nature of Commission Order: *How should the determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?***

Recommended Language:

No language is necessary as the Findings and Conclusions of the Commission establish the duties of affected entities with respect to this issue.

III. Service-Specific Issues (Issues 13, 15, 16, 29, 31)

- A. Issue 13. Performance Plan: *Should network elements de-listed under § 251(c)(3) be removed from BellSouth's SQM/PMAP/SEEM?***

Recommended Language:

<<company-shortname> may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R §51.309. Performance Measurements associated with this Attachment _ are contained in Attachment _. The quality of the Network Elements provided pursuant to §251, as well as the quality of the access to said Network Elements that BellSouth provides to CLEC, shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself, and its affiliates.

The Parties shall comply with the requirements as set forth in the technical references within this Attachment _. BellSouth shall comply with the requirements set forth in the technical reference TR73400, 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. If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirements shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in the General Terms and Conditions of this Agreement shall apply.

- B. Issue 15. Conversion of Special Access Circuits to UNEs: *Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so,***

APPENDIX C
DOCKET 29543 - #33

what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

Recommended Language:

Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services:

Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to <<company-shortname>> pursuant to Section 251 of the Act and under this Agreement, or convert a Network Element or Combination that is available to <<company-shortname>> pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit __. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<company-shortname>>. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between <<company-shortname>> and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections ___ and ___ below.

Any outstanding conversions shall be effective on or after the effective date of this agreement.

Ordering Guidelines and Processes:

For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, <<company-shortname>> should refer to the "Guides" section of the BellSouth Interconnection Web site.

Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at:

www.interconnection.bellsouth.com/guides/html/unes.html

The provisioning of Network Elements, Combinations and Other Services to CLEC's Collocation Space will require cross-connections within the central

APPENDIX C
DOCKET 29543 - #34

office to connect the Network Element, Combinations or Other Services to the demarcation point associated with CLEC's Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

- C. Issue 16. Pending Conversion Requests: *What are the appropriate rates, terms, conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?***

Recommended Language:

No language is recommended as the Findings and Conclusions of the Commission dictate the duties of the affected entities.

- D. Issue 29. Enhanced Extended Link ("EEL") Audits: *What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?***

BellSouth may audit <<company-shortname>> records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth shall send a written Notice of Audit to CLEC. Such Notice of Audit will be delivered to CLEC no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit and shall set forth the reasons for the audit requested and the identity of the auditor selected by BellSouth. BellSouth shall not be required to obtain the consent of the <<company-shortname>> with respect to the selection of the auditor. <<company-shortname>> may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving BellSouth's Notice of Audit.

The auditor selected shall be an independent third party retained and paid for by BellSouth. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding <<company-shortname>>'s compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will also be used to determine the independence of an auditor. The independent auditor's report will conclude whether <<company-shortname>> complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

To the extent the independent auditor's report concludes that <<company-shortname>> failed to comply with the service eligibility criteria, <<company-shortname>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going forward basis.

To the extent the independent auditor's report concludes that <<company-shortname>> failed to comply in all material respects with the

APPENDIX C
DOCKET 29543 - #35

service eligibility criteria, <<company-shortname>> shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that <<company-shortname>> did comply in all material respects with the service eligibility criteria, BellSouth will reimburse <<company-shortname>> for its reasonable and demonstrable costs associated with the audit. <<company-shortname>> will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within 20 days of receiving the reported findings of the auditor.

- E. **Issue 31. Core Forbearance Order: *What language should be used to incorporate the FCC's ISP Remand Core Forbearance Order into interconnection agreements?***

Recommended Language:

No language is recommended as the Findings and Conclusions of the Commission dictate the duties of the affected entities.

IV. **Network Related Issues (Issues 6, 19, 23, 24, 26, 27, 28)**

- A. **Issue 6 HDSL-capable Cooper Loops: *Are HDSL-capable cooper loops the equivalent of DS1 loops for the purpose of evaluating impairment?***

Recommended Language:

2-wire or 4-wire HDSL-Compatible Loop: This is a designed loop which meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and DLR.

4-wire Unbundled DS1 Digital Loop: This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section _ above, DS1 Loops include 2-wire and 4-wire HDSL Compatible Loops.

- B. **Issue 19. Line Splitting: *What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?***

Recommended Language:

Line Splitting: Shall mean that <<customer-shortname>> purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (Data CLEC) or the provider of voice services (Voice CLEC), to deliver voice and data service to End Users over the same Loop. The Voice CLEC and

APPENDIX C
DOCKET 29543 - #36

Data CLEC are different carriers, with <<customer-shortname>> being either the Voice CLEC or Data CLEC.

Line Splitting: UNE-L: In the event <<customer-shortname>> provides its own switching or obtains switching from a third party, <<customer-shortname>> may engage in line splitting arrangements with another CLEC using a splitter, provided by <<customer-shortname>>, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

Line Splitting: Loop and UNE Port (UNE-P: To the extent <<customer-shortname>> is purchasing UNE-P pursuant to this Agreement, BellSouth will permit <<customer-shortname>> to replace UNE-P with Line Splitting). The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two (2) collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in <<customer-shortname>>'s Embedded Base as described in Section _ below.

<<customer-shortname>> shall provide BellSouth with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where <<customer-shortname>> will not provide voice and data services.

Line Splitting arrangements in service pursuant to this Section _ must be disconnected or provisioned pursuant to Section _ above on or before March 10, 2006.

Provisioning Line Splitting and Splitter Space – UNE-P: <<customer-shortname>> or BellSouth may provide the splitter. When <<customer-shortname>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.

The foregoing procedures are applicable to migration from a UNE-P arrangement to line splitting service.

Provisioning Line Splitting and Splitter Space – UNE-L: <<customer-shortname>> provides the splitter when providing Line Splitting with UNE-L. When <<customer-shortname>> or its authorized agent owns the splitter, Line

APPENDIX C
DOCKET 29543 - #37

Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

CLEC Provided Splitter – Line Splitting – UNE-P and UNE-L: To order High Frequency Spectrum on a particular Loop, <<customer-shortname>> or its authorized agent must have a DSLAM collocated in the central office that serves the End User of such Loop.

<<customer-shortname>> or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangement:

<<customer-shortname>> or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment _ Central Office shall apply.

Any splitters installed by <<customer-shortname>> or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. <<customer-shortname>> or its authorized agent may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

Maintenance – Line Splitting – UNE-P and UNE-L: BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. BellSouth may use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.

Indemnity: <<customer-shortname>> shall indemnify, defend and hold harmless BellSouth from and against any Claims, Losses, and Costs, which arise out of actions related to the other service provider (i.e., CLEC party to the line splitting arrangement who is not <<customer-shortname>>), except to the extent caused by BellSouth's gross negligence or willful misconduct.

PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to <<customer-shortname>> by BellSouth if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that BellSouth is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs arose as a result of BellSouth's gross negligence or willful misconduct.

BellSouth will indemnify, defend and hold harmless <<customer-shortname>> from and against any Claims, Losses, and Costs, which arise out of

APPENDIX C
DOCKET 29543 - #38

actions related to the other service provider (i.e., CLEC party to the line splitting arrangement who is not <<customer-shortname>>) brought against

<<customer-shortname>> to the extent such Claim alleges that the cause of Claim, Loss and Cost was the result of BellSouth's gross negligence or willful misconduct.

PROVIDED, HOWEVER, that BellSouth shall have no obligation to indemnify <<customer-shortname>> under this section unless: <<customer-shortname>> provides BellSouth with prompt written notice of any such Claim; <<customer-shortname>> permits BellSouth to assume and control the defense to such action, with counsel chosen by BellSouth; and BellSouth does not enter into any settlement or compromise of such Claim.

PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to BellSouth by <<customer-shortname>> if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that <<customer-shortname>> is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arise as a result of BellSouth's gross negligence or willful misconduct.

"Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that BellSouth or <<customer-shortname>> in good faith believes might lead to the institution of any such action, suit or proceeding.

"Loss" means any and all damages, injuries, judgments, fines, penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

"Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

- C. Issue 23. **Greenfield Areas: (a) What is the appropriate definition of minimum point of entry ("MPOE")? (b) What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly-deployed or 'greenfield' fiber loops, including fiber loops deployed to the minimum point of entry ("MPOE") of a multiple dwelling unit ("MDU") that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?**
- Issue 28. **Fiber to the Home: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?**

APPENDIX C
DOCKET 29543 - #39

Recommended Language:

GREENFIELD AND OVERBUILD FIBER TO THE HOME/FIBER TO THE CURB:

Definitions:

Fiber to the Home (FTTH): are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

Fiber to the Curb (FTTC): loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

Greenfield Requirements: In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.

Overbuild Requirements: In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to CLEC on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper Loops must comply with Applicable Law.

DS1/DS3 Requirements: Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs unbundled DS1 or DS3 loops (or loop/transport combination) in any wire center where BellSouth is required to provide access to such loop facilities.

Subloops: BellSouth shall provide <<customer-shortname>> with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that the <<customer-shortname>> seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by the incumbent LEC at a multiunit customer premises between the minimum point of

APPENDIX C
DOCKET 29543 - #40

entry as defined in §68.105 of the FCC rules and the point of demarcation of the incumbent LEC's network as defined in §68.3 of the FCC rules.

Upon notification by a requesting telecommunications carrier that it requests interconnection at a multiunit premises where BellSouth owns, controls, or leases wiring, BellSouth shall provide a single point of interconnection that is suitable for use by multiple carriers.

- D. Issue 24 **Hybrid Loops: *What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?***

Recommended Language:

HYBRID LOOPS:

Hybrid loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant.

BellSouth shall provide <<company-shortname>> with nondiscriminatory access to the time division multiplexing features, functions and capabilities of a hybrid loop, including DS1 and DS3 capacity under §251 where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an end-user's premises.

BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Attachment.

- E. Issue 26 ***What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?***

- Issue 27. ***What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring or nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?***

Recommended Language:

ROUTINE NETWORK MODIFICATIONS:

Definitions: BellSouth will perform Routine Network Modifications (RNM) in accordance with the requirements of 47 C.F.R. § 51.319(d)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a coupler or

APPENDIX C
DOCKET 29543 - #41

repeater; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a CLEC.

Rates: BellSouth will provide for <<company-shortname>> at no additional charge, all RNM which BellSouth normally provides for its own customers and for which BellSouth recovers its costs through the rates set forth in Exhibit __. BellSouth will otherwise perform Routine Network Modifications pursuant to the existing non-recurring charges and recurring rates ordered by the Alabama Public Service Commission for loop and transport facilities as set forth in Exhibit A. For any RNM performed by BellSouth for which there is not a Commission-established rate or any RNM for which BellSouth alleges that its costs are not recovered through existing rates, BellSouth shall immediately petition the Commission to establish a permanent rate. The Commission will establish interim rates for such RNM that will be subject to true-up upon the establishment of a final rate.

If BellSouth does not normally provide a network modification requested by <<company-shortname>> for BellSouth customers, and does not recover the costs of the network modification requested in the rates set forth in Exhibit __, then such request will be handled as a project on an individual case basis ("ICB"). BellSouth will provide a price quote for the request and, upon receipt of payment from <<company-shortname>>, BellSouth will perform the network modification.

RNM will be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment __ of this Agreement. Either BellSouth or <<customer-shortname>> may seek resolution of any dispute regarding the classification of a network modification as routine or non-routine from the Commission.

LINE CONDITIONING:

Definitions: Line Conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, and range extenders.

Rates: BellSouth shall perform line conditioning pursuant to the non-recurring rates and provisions ordered by the Alabama Public Service Commission in Docket 27821 which provides that BellSouth shall perform loop conditioning for loops less than 18,000 feet at no cost. Such rates were established pursuant to the Federal Communications Commission's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the

APPENDIX C
DOCKET 29543 - #42

Telecommunications Act and in compliance with rules governing non-recurring costs in 47 CFR 51.507(e).

Technical requirements: BellSouth shall condition Loops, as requested by <<customer-shortname>>, whether or not BellSouth offers advanced services to the End User on that Loop.

In some instances, <<customer-shortname>> will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that <<customer-shortname>> can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. <<customer-shortname>> will determine the type of service that will be provided over the loop.

In those cases where <<customer-shortname>> has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL. BellSouth shall provide the following: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet at no additional cost, 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length at rates established in APSC Docket 27821. (The specific non-recurring and recurring charges shall apply for each element ordered.)

<<customer-shortname>> shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or an LSR for the Loop type that <<customer-shortname>> desires BellSouth to condition.