5.5.3.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, <<customer_short_name>> may bill the interexchange carrier in accordance with <<customer_short_name>>'s tariff and will not bill BellSouth any charges for such call. <<customer_short_name>> shall pay BellSouth applicable charges for the use of BellSouth's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.

6 **Dedicated Transport and Dark Fiber Transport**

6.1 Dedicated Transport. 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_short_name>>, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to <<customer_short_name>>. 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 6.2 below, BellSouth shall not be required to provide to <<customer_short_name>> unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

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

6.2.1 For purposes of this Section 6.2, 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.

6.2.2 For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport that were in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 below. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.2.3 For purposes of this Section 6, Embedded Base Entrance Facilities means Entrance Facilities that were in service for <<customer_short_name>> as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

6.2.4 For purposes of this Section 6, Excess DS1 and DS3 Dedicated Transport means those <<customer_short_name>> DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 6.6 below. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.

6.2.5 For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

6.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for <<customer_short_name>>'s Embedded Base ***and Excess Dedicated Transport*** during the Transition Period:

6.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

6.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

6.2.6.3 A list of wire centers meeting the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site, as (Initial Wire Center List).

6.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for <<<customer_short_name>>'s Embedded Base Entrance Facilities and only during the Transition Period.

6.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of DS1 and DS3 Dedicated Transport and for <<customer_short_name>>'s Excess DS1 and DS3 Dedicated Transport, as described in this Section 6.2, shall be as set forth in Exhibit B, and the rates for <<customer_short_name>>'s Embedded Base Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit A.

6.2.6.6 The Transition Period shall apply only to (1) <<customer_short_name>>'s Embedded Base and Embedded Base Entrance Facilities; and (2) <<customer_short_name>>'s Excess DS1 and DS3 Dedicated Transport. <<customer_short_name>> shall not add new Entrance Facilities pursuant to this Agreement. Further, <<customer_short_name>> shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.8 above of and as set forth in Section 6.2.6.10 below.

6.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.

6.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 6.2.6.2 above, no future DS3 Dedicated Transport will be required in that wire center.

6.2.6.9 No later than December 9, 2005 <<customer_short_name>> shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services pursuant to Section 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.

6.2.6.9.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify <<customer_short_name>>'s remaining Embedded Base, 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 pursuant to this Section 6.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 6.2.6.9 or transitioned pursuant to Section 6.2.6.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.

6.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

6.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 6.2.6.1 or 6.2.6.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.

6.2.6.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

6.2.6.10.3 For purposes of Section 6.2.6.10 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List

(Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

6.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

6.2.6.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.2.6.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.2.6.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, 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 applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 6.2.6.10.6 above or transitioned pursuant to Section 6.2.6.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.3 BellSouth shall:

6.3.1 Provide <<customer_short_name>> exclusive use of Dedicated Transport to a particular customer or carrier;

6.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

6.3.3 Permit, to the extent technically feasible, <<customer_short_name>> to connect Dedicated Transport to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and

6.3.4 Permit, to the extent technically feasible, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.4 BellSouth shall offer Dedicated Transport:

6.4.1 As capacity on a shared facility; and

6.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to <<customer_short_name>>.

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

6.6 ~~*<<customer_short_name>> may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. <<customer_short_name>> may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element.*~~ A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.7 Technical Requirements

6.7.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

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

6.7.2.1 DS0 Equivalent;

6.7.2.2 DS1;

6.7.2.3 DS3;

6.7.2.4 STS-1; and

6.7.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

6.7.3 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.

6.7.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;

6.7.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.7.4.2 BellSouth's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.7.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.8 Unbundled Channelization (Multiplexing)

6.8.1 To the extent <<customer_short_name>> is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on a channelized facility and BellSouth shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

6.8.2 BellSouth shall make available the following channelization systems and interfaces:

6.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

6.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.8.3 Technical Requirements. In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.9 Dark Fiber Transport. 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 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

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

6.9.1.1 For purposes of this Section 6.9, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

6.9.1.2 For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for <<customer_short_name>> as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 6.9.1.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

6.9.1.3 For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

6.9.1.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for <<customer_short_name>>'s Embedded Base during the Transition Period:

6.9.1.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

6.9.1.5 A list of wire centers meeting the criteria set forth in Section 6.9.1.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site.

6.9.1.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport as described in Section 6.9.1.2 above shall be as set forth in Exhibit B and the rates for <<customer_short_name>>'s Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 above shall be as set forth in Exhibit A.

6.9.1.7 The Transition Period shall apply only to <<customer_short_name>>'s Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. <<customer_short_name>> shall not add new Dark Fiber Transport as described in this Section 6.9 except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment and as set forth in Section 6.9.1.10 below. Further, <<customer_short_name>> shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.

6.9.1.8 Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4 above, no future Dark Fiber Transport unbundling will be required in that wire center.

6.9.1.9 No later than June 10, 2006 <<customer_short_name>> shall 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 1.6 above. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

6.9.1.9.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.9.1.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify <<customer_short_name>>'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 6.9.1.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.1.9.2 For Embedded Base circuits converted pursuant to Section 6.9.1.9 above or transitioned pursuant to Section 6.9.1.9.1 above, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

6.9.1.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

6.9.1.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 6.9.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each

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

6.9.1.10.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 above.

6.9.1.10.3 For purposes of Section 6.9.1.10, BellSouth shall make available Dark Fiber Transport that were in service for <<customer_short_name>> in a wire center on the Subsequent Wire Center List as of the tenth (10^{th}) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

6.9.1.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.

6.9.1.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

6.9.1.10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List <<customer_short_name>> shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

6.9.1.10.6.1 If <<customer_short_name>> fails to submit the spreadsheet(s) specified in Section 6.9.1.10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify <<customer_short_name>>'s remaining Subsequent Embedded Base, 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 applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

6.9.1.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 6.9.1.10.6 above or transitioned pursuant to Section 6.9.1.10.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6.10 Rearrangements

6.10.1 A request to move a working <<customer_short_name>> CFA to another <<customer_short_name>> CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.

6.10.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

6.10.3 Upon request of <<customer_short_name>>, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and <<customer_short_name>> may request OC-TS for such orders.

6.10.4 BellSouth shall accept a LOA between <<customer_short_name>> and another carrier that will allow <<customer_short_name>> to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

7 Call Related Databases and Signaling

7.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases 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\Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to <<customer_short_name>> pursuant to this Agreement.

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

7.2.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At <<customer_short_name>>'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_short_name>>.

7.2.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of SS7 protocol.

7.3 LIDB

7.3.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_short_name>> must purchase appropriate signaling links pursuant to Section 7.4 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.

7.3.2 Technical Requirements

7.3.2.1 BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.

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

7.3.2.3 Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> 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.

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

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

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

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

7.3.2.8 BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'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.

7.3.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit <<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from <<customer_short_name>>, BellSouth will update LIDB the same business day if less than five hundred (500) records are received before 1:00 p.m. Central Time. If more than five hundred (500) records are received, BellSouth will contact <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three (3) business days.

7.3.2.10 BellSouth shall perform backup and recovery of all of <<customer_short_name>>'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.

7.3.2.11 BellSouth shall provide <<customer_short_name>> 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_short_name>> and BellSouth.

7.3.2.12 BellSouth shall prevent any access to or use of <<customer_short_name>> 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_short_name>> in writing.

7.3.2.13 BellSouth shall provide <<customer_short_name>> 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_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> 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_short_name>> under the BFR/NBR Process as set forth in Attachment 11.

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

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

7.3.2.16 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.

7.3.3 Interface Requirements

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

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

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

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

7.3.3.5 The application of the LIDB rates contained in Exhibit A will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> 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_short_name>> 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.

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

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

7.4.1.1 Technical Requirements

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

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

7.4.1.1.1.2 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).

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

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

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

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

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

7.4.1.3.2 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).

7.4.2 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

7.4.3 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, database elements and signaling transfer point switches.

7.4.3.1 Technical Requirements

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

7.4.3.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (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.

7.4.3.1.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> 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_short_name>> 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.

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

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

7.4.3.1.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> 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.

7.4.4 SS7

7.4.4.1 When technically feasible and upon request by <<customer_short_name>>, 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_short_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_short_name>> SCP.

7.4.4.2 SS7 AIN Access shall provide <<customer_short_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_short_name>> 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_short_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

7.4.4.3 Interface Requirements

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

7.4.4.3.1.1 An A-link interface from <<customer_short_name>> Local Switching systems; and

7.4.4.3.1.2 A B-link interface from <<customer_short_name>> local STPs.

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

7.4.4.3.3 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.

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

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

7.4.4.4 Message Screening

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

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

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

7.4.5 SCP/Databases

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

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

7.4.5.3 Technical Requirements for SCPs/Databases

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

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

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

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

7.6 CNAM Database Service

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

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

7.6.2.1 <<customer_short_name>>'s End Users' names and numbers related to UNE-P Services and shall be stored in the BellSouth CNAM database, and shall be available, on a per query basis only, to all entities that launch queries to the BellSouth CNAM database. BellSouth, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event BellSouth does not query a third party calling name database 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 otherwise cause the information to be unavailable.

7.6.2.2 For each <<customer_short_name>> 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 database, or, subject to Section 7.6.2.1 above, to a third party calling name database, to provide calling name information, if available, to <<customer_short_name>>'s End User. <<customer_short_name>> shall pay the rates set forth in Exhibit A, on a per query basis, for each query to the BellSouth CNAM database made on behalf of an <<customer_short_name>> End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof. In addition, <<customer_short_name>> shall reimburse BellSouth for any charges BellSouth pays to third party calling name database providers for queries launched to such database providers for the benefit of <<customer_short_name>>'s End Users.

7.6.3 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_short_name>> at the applicable rates set forth in Exhibit A based on a surrogate of two hundred and fifty-six (256) database queries per month per <<customer_short_name>>'s End Users with the Caller ID feature.

7.7 SCE/SMS AIN Access

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

7.7.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_short_name>>. 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.

7.7.3 BellSouth SCP shall partition and protect <<customer_short_name>> service logic and data from unauthorized access.

7.7.4 When <<customer_short_name>> selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable <<customer_short_name>> to use BellSouth's SCE/SMS AIN Access to create and administer applications.

7.7.5 <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).

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

8 Automatic Location Identification/Data Management System

8.1 911 and E911 Databases

8.1.1 BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

8.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1 below.

8.2 Technical Requirements

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

8.2.2 It is <<customer_short_name>>'s responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database 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 CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

8.2.3 <<customer_short_name>> 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.

8.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to <<customer_short_name>>, 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_short_name>> to assume responsibility for such records.

8.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to <<customer_short_name>> that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. <<customer_short_name>> shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to <<customer_short_name>> within two (2) months following the date of the Stranded Unlock report provided by BellSouth. <<customer_short_name>> shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of <<customer_short_name>>'s records.

8.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

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

8.3.1.1 The database capability allows <<customer_short_name>> to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the <<customer_short_name>> PBX 911 End User station telephone number for the 911 call that is placed by the End User.

8.3.2 <<customer_short_name>> may order either the database capability or the transport component as desired or <<customer_short_name>> may order both components of the service.

8.3.3 911 PBX Locate Database Capability. <<customer_short_name>>'s End User or <<customer_short_name>>'s End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

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

8.3.5 <<customer_short_name>>'s End User, or <<customer_short_name>>'s End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of <<customer_short_name>> 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_short_name>> should not submit telephone number updates for specific PBX station telephone numbers that are submitted by <<customer_short_name>>'s End User, or <<customer_short_name>>'s End User DMA under the terms of 911 PBX Locate product.

8.3.5.1 <<customer_short_name>> must provision all PBX station numbers in the same LATA as the E911 tandem.

8.3.6 <<customer_short_name>> 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_short_name>>'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_short_name>> 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 wilful misconduct. <<customer_short_name>> 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_short_name>>'s End User or DMA pursuant to these terms. Specifically, <<customer_short_name>>'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.

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

8.3.8 <u>911 PBX Locate Transport Component.</u> The 911 PBX Locate Service transport component requires <<customer_short_name>> to order a CAMA type dedicated

trunk from <<customer_short_name>>'s End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

8.3.8.1 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the <<customer_short_name>>'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_short_name>> is responsible for connectivity between the End User's PBX and <<customer_short_name>>'s switch or POP location. <<customer_short_name>> 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_short_name>> purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). <<customer_short_name>> is responsible for ensuring that the PBX switch is capable of sending the calling 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 911call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

8.3.9 Ordering and Provisioning. <<customer_short_name>> 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.

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

8.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by <<customer_short_name>> pursuant to the terms and conditions set forth in Attachment 3.

9 White Page Listings

9.1 BellSouth shall provide <<customer_short_name>> and its End Users access to white pages directory listings under the following terms:

9.1.1 Listings. <<customer_short_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_short_name>> residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no

distinction between <<customer_short_name>> and BellSouth End Users. <<customer_short_name>> shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.1.2 Unlisted/Non-Published End Users. <<customer_short_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_short_name>> End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's GSST and shall not be subject to wholesale discount.

9.1.3 Inclusion of <<customer_short_name>> End Users in Directory Assistance Database. BellSouth will include and maintain <<customer_short_name>> End User listings in BellSouth's Directory Assistance databases. <<customer_short_name>> shall provide such Directory Assistance listings to BellSouth at no charge.

9.1.4 Listing Information Confidentiality. BellSouth will afford <<customer_short_name>>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

9.1.5 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in BellSouth's GSST and shall not be subject to the wholesale discount.

9.1.6 Rates. So long as <<customer_short_name>> provides listing information to BellSouth as set forth in Section 9.1.1 above, BellSouth shall provide to <<customer_short_name>> one (1) basic White Pages directory listing per <<customer_short_name>> End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of an LSR submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

9.2 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_short_name>> End User at no charge or as specified in a separate agreement between <<customer_short_name>> and BellSouth's agent.

9.3 Procedures for submitting <<customer_short_name>> Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.

9.3.1 <<customer_short_name>> authorizes BellSouth to release all <<customer_short_name>> SLI provided to BellSouth by <<customer_short_name>> to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST. Such <<customer_short_name>> SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.

9.3.2 No compensation shall be paid to <<customer_short_name>> for BellSouth's receipt of <<customer_short_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_short_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> SLI, <<customer_short_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s SLI, <<customer_short_name>> will be notified. If <<customer_short_name>> does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> may instruct BellSouth that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> shall amend this Agreement accordingly. <<customer_short_name>> will be liable for all costs incurred until the effective date of the agreement.

9.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> under this Agreement. <<customer_short_name>> shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_short_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_short_name>> listings.

9.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

APPENDIX B

3 Line Sharing

3.1 **General.** Line Sharing is defined as the process by which <<customer_short_name>> 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_short_name>> using the high frequency spectrum (as defined below) of the Loop.

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

3.1.2 No new line sharing arrangements may be ordered. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004; 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 A.

3.1.3 Any Line Sharing arrangements placed in service between October 2, 2003 and October 1, 2004; on or after October 2, 2004; and not otherwise terminated, shall terminate on October 2, 2006.

3.1.4 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_short_name>> 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_short_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

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

3.1.6 BellSouth will provide Loop Modification to <<customer_short_name>> 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_short_name>> requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, <<customer_short_name>> shall pay for the Loop to be restored to its original state.

3.1.7 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_short_name>> desires to continue providing xDSL service on such Loop, <<customer_short_name>> 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_short_name>> purchases the full stand-alone Loop, <<customer_short_name>> may elect the type of Loop it will purchase. <<customer_short_name>> will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event <<customer_short_name>> purchases a voice grade Loop, <<customer_short_name>> acknowledges that such Loop may not remain xDSL compatible.

3.1.8 In the event the End User terminates its BellSouth provided voice service, and <<customer_short_name>> requests BellSouth to convert the Line Sharing arrangement to a Line Splitting arrangement (see below), BellSouth will discontinue billing <<customer_short_name>> for the High Frequency Spectrum and begin billing the voice CLEC. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter.

3.1.9 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

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

<<customer_short_name>> access to the High Frequency Spectrum. BellSouth shall bill and <<customer_short_name>> shall pay the Subsequent Activity charges as set forth in Exhibit A of this Attachment.

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

3.4 **Maintenance and Repair – Line Sharing.** <<customer_short_name>> shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. <<customer_short_name>> may test from the collocation space, the Termination Point, or the NID.

3.4.1 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_short_name>> will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

3.4.2 <<customer_short_name>> shall inform its End Users to direct data problems to <<customer_short_name>>, unless both voice and data services are impaired, in which event <<customer_short_name>> should direct the End Users to contact BellSouth.

3.4.3 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.

APPENDIX C

UNBUNDLED NETWORK ELEMENTS - Mississippi

Attachment: 2 Exh. C

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(3)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(3): SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LINE SHARING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 and on or after October 02, 2004 shall be billed as follows:															
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND															
	NOTE 1: Above will apply to USOCS: ULSDT and ULSCT															
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003.															
	LINE SHARING															
	SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	186.67	186.89	0.00	178.41	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	46.67	186.89	0.00	178.41	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSDB	15.55	186.89	0.00	178.41	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOC)			ULS	ULSDG		66.95	0.00	49.98	0.00						
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	Line Sharing - per Line Activation [BST Owned splitter] - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	18.62	10.66	10.04	4.93						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 [E 10/2/2004]			ULS	ULSDT	5.51	18.62	10.66	10.04	4.93						
	Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 [E 10/2/2005]			ULS	ULSDT	8.26	18.62	10.66	10.04	4.93						
	Line Sharing - per Subsequent Activity per Line Rearrangement[BST Owned Splitter]			ULS	ULSDS		18.45	8.24								
	Line Sharing - per Subsequent Activity per Line Rearrangement[DLEC Owned Splitter]			ULS	ULSDS		18.45	8.24								
	Line Sharing - per Line Activation [DLEC owned Splitter] - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 [E 10/2/2004]			ULS	ULSCT	5.51	47.44	19.31	20.67	12.74						
	Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 [E 10/2/2005]			ULS	ULSCT	8.26	47.44	19.31	20.67	12.74						