

BELLSOUTH® / CLEC Agreement

Customer Name: Xspedius Management Co., LLC

Xspedius' Adoption of NuVox Agreement & MCI WorldCom ATT3	2
Adoption Papers	3
Exhibit 1	8
Exhibit 2 - AL Local Interconnection	9
Exhibit 2 - FL Local Interconnection	41
Exhibit 2 - GA Local Interconnection	72
Exhibit 2 - KY Local Interconnection	103
Exhibit 2 - LA Local Interconnection	135
Exhibit 2 - MS Local Interconnection	167
Exhibit 2 - NC Local Interconnection	198
Exhibit 2 - SC Local Interconnection	228
Exhibit 2 - TN Local Interconnection	260
Exhibit 3	292
Exhibit 4	310

By and Between
BellSouth Telecommunications, Inc.
And
Xspedius Management Co., LLC

AGREEMENT

This Agreement, which shall become effective December 30, 2002, is entered into by and between Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. of Birmingham, LLC (Not certified in Florida), Xspedius Management Co. of Mobile, LLC (Not certified in Florida), Xspedius Management Co. of Montgomery, LLC (Not certified in Florida), Xspedius Management Co. of Jacksonville, LLC, Xspedius Management Co. of Atlanta, LLC (Not certified in Florida), Xspedius Management Co. of Lexington, LLC (Not certified in Florida), Xspedius Management Co. of Louisville, LLC (Not certified in Florida), Xspedius Management Co. of Louisiana, LLC (Not certified in Florida), Xspedius Management Co. of Baton Rouge, LLC (Not certified in Florida), Xspedius Management Co. of Shreveport, LLC (Not certified in Florida), Xspedius Management Co. of Jackson, LLC (Not certified in Florida), Xspedius Management Co. of Charleston, LLC (Not certified in Florida), Xspedius Management Co. of Columbia, LLC (Not certified in Florida), Xspedius Management Co. of Greenville, LLC (Not certified in Florida), Xspedius Management Co. of Spartanburg, LLC (Not certified in Florida), Xspedius Management Co. of Chattanooga, LLC (Not certified in Florida), ("Xspedius"), Delaware corporations on behalf of themselves, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, Xspedius has requested that BellSouth make available the interconnection agreement, with the exception of Attachment 3 "Local Interconnection", executed between BellSouth and NuVox Communications, Inc. dated June 30, 2000 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee (hereinafter "NuVox Interconnection Agreement"); and the Local Interconnection Attachment from the interconnection agreements between BellSouth and MCI WorldCom Communications, Inc. dated June 17, 2002 for Alabama, dated September 12, 2001 for Florida, dated November 12, 2001 for Georgia, dated July 29, 2002 for Kentucky, dated June 17, 2002 for Louisiana, dated May 7, 2002 for Mississippi, dated November 5, 2001 for North Carolina, dated July 30, 2002 for South Carolina and dated June 17, 2002 for Tennessee (hereinafter collectively "MCI Local Interconnection Attachments").

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Xspedius and BellSouth hereby agree as follows:

1. Xspedius and BellSouth shall adopt with the exceptions noted in items 2 through 5 the NuVox Interconnection Agreement dated June 30, 2000 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The NuVox Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of the Nuvox Interconnection Agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Title Page	1
Adoption Papers	5
Exhibit 1	1
General Terms and Conditions	
Part A	25
Part B	3
Part C	1
Attachment 1	33
Attachment 2	147
Attachment 3 (Not being adopted)	33
Attachment 4	70
Attachment 5	13
Attachment 6	10
Attachment 7	20
Attachment 8	2
Attachment 9	108
Attachment 10	10
Attachment 11	11
Attachment 12	3
TN LMU & Line Sharing Amendment dated 3/1/2001	9
4-Wire DS1 Amendment dated 11/13/2000	3
TriVergent Notice Change Amendment dated 8/6/2001	2
TriVergent LMU Amendment dated 9/20/2001	16
TriVergent Name Change to NuVox Amendment dated 6/30/2000	1
FL 8XX Rate Amendment dated 6/28/2002	2
FL, KY, LA, MS, SC & TN Rate Amendment dated 6/28/2002	255
SL1 Amendment dated 6/5/2002	13
NC Rate Amendment dated 9/8/2002	44
TOTAL	841

2. Attachment 3 “Local Interconnection” is replaced in its entirety with the state specific MCI Local Interconnection Attachments attached hereto as Exhibit 2 and incorporated herein by reference.

3. The Local Interconnection rates found in the MCI Local Interconnection Attachments, Attachment 1 Table 1 “Rates” are deleted and replaced with those in Exhibit 3, attached hereto and incorporated herein by reference.

4. This Agreement, including all exhibits will terminate in accordance with the terms and conditions in the NuVox Agreement.

5. The ODUF/EDOUF/ADUF/CMDS Rates found in Exhibit A “Rates” to Attachment 7 “Billing and Billing Accuracy Certification” of the Nuvox Interconnection

Agreement are hereby deleted and are replaced by Exhibit 4, attached hereto and incorporated herein by reference.

6. In the event that Xspedius consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Xspedius under this Agreement.

7. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2.1 of the General Terms and Conditions of NuVox Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the General Terms and Conditions of the NuVox Interconnection Agreement, the effective date shall be June 30, 2000.

8. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

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

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Xspedius Management Co. Switched Services, LLC
Xspedius Management Co. of Birmingham, LLC
Xspedius Management Co. of Mobile, LLC
Xspedius Management Co. of Montgomery, LLC
Xspedius Management Co. of Jacksonville, LLC
Xspedius Management Co. of Atlanta, LLC
Xspedius Management Co. of Lexington, LLC
Xspedius Management Co. of Louisville, LLC
Xspedius Management Co. of Louisiana, LLC
Xspedius Management Co. of Baton Rouge, LLC
Xspedius Management Co. of Shreveport, LLC
Xspedius Management Co. of Jackson, LLC
Xspedius Management Co. of Charleston, LLC
Xspedius Management Co. of Columbia, LLC
Xspedius Management Co. of Greenville, LLC
Xspedius Management Co. of Spartanburg, LLC

Xspedius Management Co. of Chattanooga, LLC

James C. Falvey, Esq.
Senior Vice President, Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive
Columbia, MD 21046

and

Lawrence Beilenson, Esq.
General Counsel
Xspedius Management Co., LLC
5555 Winghaven Blvd., Suite 300
O'Fallon, MO 63366

Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

Xspedius Management Co. Switched Services, LLC
Xspedius Management Co. of Birmingham, LLC
Xspedius Management Co. of Mobile, LLC
Xspedius Management Co. of Montgomery, LLC
Xspedius Management Co. of Jacksonville, LLC
Xspedius Management Co. of Atlanta, LLC
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Xspedius Management Co. of Charleston, LLC
Xspedius Management Co. of Columbia, LLC
Xspedius Management Co. of Greenville, LLC
Xspedius Management Co. of Spartanburg, LLC
Xspedius Management Co. of Chattanooga, LLC

BellSouth Telecommunications, Inc.

Original On File
Signature

Elizabeth R. A. Shiroishi
Name

1/2/2003
Date

Original On File
Signature

James C. Falvey
Name

12/23/02
Date

EXHIBIT 1

INTERCONNECTION AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, INC.

AND

NUVOX COMMUNICATIONS, INC.

AND ALL AMENDMENTS AS OF DECEMBER 30, 2002

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----17
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete

the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies,

Interexchange Carriers, other CLECs and other network providers . This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to

BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support

additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may

agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or

egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation.

9.4 Left Blank Intentionally.

9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1. In all markets covered by this Agreement, MCI shall charge BellSouth only end office switching at the rates set forth in Attachment 1 for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCIIm for tandem switching, end office switching and common transport at the rates set forth in Attachment 1 where those elements are actually used in the termination of Local Traffic.

9.4.1.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Left Blank Intentionally

9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer

to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the intercarrier compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for intercarrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIIm and to permit MCIIm to validate the BellSouth originating usage measurement audit system. The Parties agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIIm will be based on MCIIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage

disputes where the variance between MCIIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIIm will apply the BellSouth provided quarterly PLU to MCIIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call

to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the

initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----16
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.1.1 BellSouth shall not require MCIIm to establish special trunking or trunks for local interconnection to points other than the Point of Interconnection because of a particular service offered by BellSouth to its customers (e.g. Uniserv, ZipConnect, or any other similar services).

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party

shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs.

Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm

to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services,

directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm

must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm’s originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk

Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outputted, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm’s local traffic, blockage on those trunk groups that emanate from BellSouth’s end offices or tandems and are interconnected with MCIIm’s

switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and

Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a

monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection

trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group

for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation. The Parties shall incorporate the decision of the Commission in Docket No. 000075-TP regarding the treatment of IP telephony traffic, retroactive to the effective date of this Agreement

9.3.4 On an interim basis, MCIIm shall not bill BellSouth a tandem rate when MCIIm does not use a tandem to terminate BellSouth's originating traffic, subject to MCIIm's right to bill retroactively the tandem rate upon a determination by the Commission in Docket No. 000075-TP, and any applicable subsequent proceedings, that it is appropriate.

9.4 Left Blank Intentionally.

9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch). The Parties are unable to agree on a definition of Tandem Switching for traffic terminated by MCIIm, and the Parties will incorporate the decision of the Commission in Docket No. 000075-TP, and any applicable subsequent proceedings.

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Left Blank Intentionally

9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to

compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

- 9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.
- 9.4.7.3 For the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.4 To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:
 - 9.4.7.6.1 For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party

terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Rates for the exchange of Local Traffic shall apply to all ISP-bound Traffic exchanged by the Parties between the expiration date of the initial term of the Parties' prior interconnection agreement and June 13, 2001, inclusive.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges. The Parties will incorporate the decision of the Commission in Docket No. 000075-TP with regard to the assignment of NPA-NXX codes to end users outside the rate center to which the NPA-NXX is assigned (including foreign exchange traffic) retroactive to the effective date of this Agreement.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at MCIIm's Commission-filed and effective Switched Access tariff rate. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating

access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate

or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth’s Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC’s Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC’s Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party’s respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth

Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is

not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes Bellsouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----16
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 Unless otherwise mutually agreed, the Parties shall maintain the status quo with respect to the existing Points of Interconnection until such time as the Commission in Generic Docket No. 13542-U determines the rights of the Parties with respect to the designation of the Point or Points of Interconnection. The Parties shall not establish new Points of Interconnection during the pendency of Generic Docket No. 13542-U except on mutual agreement. Upon request of either Party, the Parties shall negotiate an amendment to this Agreement to incorporate the provisions of a Commission order in Generic Docket No. 13542-U.

1.3.1 A Party authorized in Generic Docket No. 13542-U to establish new or change existing Points of Interconnection with the other Party will provide written notice of the need to establish or change such Interconnection to the other Party. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this

Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other Competitive Local Exchange Carriers ("CLEC") and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are "homed". MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall not require trunk group fragmentation by traffic types.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall be permitted to offer tandem services for switched access traffic. In order to ensure that BellSouth receives appropriate switched access charges, MCIIm shall provide the appropriate billing records for any trunk groups carrying access traffic that would enable BellSouth to bill for the switched access services it provides in

conjunction with MCIIm's tandem service. The billing records shall be subject to audit pursuant to Part A of this Agreement.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will

alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar

growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outputted, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm’s local traffic, blockage on those trunk groups that emanate from BellSouth’s end offices or tandems and are interconnected with MCIIm’s switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as

the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier. Unless and until BellSouth notifies MCIIm that an independent

telephone company has adopted an alternative to the primary carrier plan, for intraLATA toll calls originating on an independent telephone company's network, MCIIm shall presume that BellSouth is the intraLATA toll carrier, and shall use the 1101 records provided by BellSouth to bill BellSouth the appropriate access charges. If BellSouth notifies MCIIm that an independent telephone company has adopted an alternative to the primary carrier plan, the Parties shall amend this Agreement to incorporate the appropriate access billing methods.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 Consistent with its decision in Docket No. 11644-U, the Commission will defer ruling on whether IP Telephony is subject to switched access charges or reciprocal compensation.

9.4 The rates for transport and termination of Local Traffic that BellSouth and MCIIm charge each other are set forth in Attachment 1 of this Agreement.

9.4.1 Pursuant to the Commission's Order in Docket 11901-U, MCIIm is entitled to reciprocal compensation for tandem switching because each of MCIIm's switches in the Atlanta area serves a geographic area comparable to the area served by BellSouth's tandem switch and is functionally equivalent. MCIIm shall charge BellSouth for tandem switching and end office switching for all Local Traffic. BellSouth shall charge MCIIm for tandem switching and end office switching where those elements actually are used in the termination of a call. The Parties shall charge each other for common transport where common transport actually is used in the termination of a call.

9.4.2 For the purposes of this Attachment, BellSouth's Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Compensation for calls to foreign exchange (as foreign exchange is defined in Section 19 of Docket 11901-U) lines shall be determined in Generic Docket No. 13542-U.

9.4.7..Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 For the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party

terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Rates for the exchange of Local Traffic shall apply to all ISP-bound Traffic exchanged by the Parties between the expiration date of the initial term of the Parties' prior interconnection agreement and June 13, 2001, inclusive.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at MCIIm's Commission filed and effective Switched Access tariff rate. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 For local calls (as defined in the interconnection agreement between MCIIm and the applicable third party) that originate from a third party, transit BellSouth's network, and terminate to MCIIm, MCIIm may require BellSouth, on MCIIm's behalf, to bill and collect reciprocal compensation from such third party. MCIIm shall not require BellSouth to perform billing and collection functions for third parties with which MCIIm does not have an interconnection agreement. MCIIm shall provide BellSouth the information from such agreements necessary for BellSouth to fulfill its billing and collection obligations. If MCIIm requests BellSouth to perform billing and collection functions, the Parties shall meet to establish the appropriate procedures for these functions. BellSouth shall provide such billing and collection functions within an interval, and at rates (recurring and non-recurring, which may include developmental costs), terms, and conditions, which shall be negotiated by the Parties at the time this Service is requested. BellSouth may require MCIIm to pay for system developmental charges in advance of system development work. BellSouth shall provide the Service within the agreed-upon interval, even if rate negotiations are incomplete, and BellSouth shall set an interim rate, which MCIIm shall pay, that is just, fair, reasonable, and nondiscriminatory. If interim rates are used, MCIIm shall pay BellSouth the final negotiated or arbitrated rate, retroactive to the date the Services are first provided. If MCIIm withdraws a request for the billing and collection functions described in this section, MCIIm shall be responsible for the costs reasonably incurred by BellSouth prior to the withdrawal of the request, and BellSouth shall refund to MCIIm any money collected from MCIIm in excess of such costs.

9.7.1.1 If MCIIm requires BellSouth to bill and collect from a third party LEC, CLEC or CMRS provider on MCIIm's behalf, BellSouth shall remit to MCIIm amounts collected on MCIIm's behalf, for such calls terminating to MCIIm using MCIIm's rates set forth in the interconnection agreement between MCIIm and the third party. Such rates must be based on a minute of use basis. BellSouth shall provide MCIIm with information regarding uncollectible accounts, for which BellSouth shall have no obligation to remit amounts to MCIIm. Uncollectible accounts are those for which BellSouth does not receive payment from the third party by the bill due date (as defined in the interconnection agreement between MCIIm and the third party). BellSouth is under no obligation to continue collection activity on accounts it has reported to MCIIm as uncollectible.

9.7.2 If MCIIm does not request that BellSouth bill and collect on its behalf, BellSouth shall not be responsible for billing and collection with the applicable third party. MCIIm will instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.

9.7.3 Transit Traffic Service. The originating Party of local transit traffic shall compensate the transiting Party at the applicable rates set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on reciprocal compensation payments to the wireless carriers, or indemnify MCIIm as to any claim the wireless carriers may raise concerning those reciprocal compensation payments.

9.7.4 The Parties agree to deliver transit traffic to the terminating carrier. Except as otherwise provided in this Agreement, the transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this

Agreement, MCIIm is the Initial Billing Company (“IBC”) and BellSouth is the Subsequent Billing Company (“SBC”).

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages (“BIPs”).

9.8.5 Information will be exchanged in the Exchange Message Interface (“EMI”) format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth’s Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to

the IXCs in accordance with the IBC’s Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC’s Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party’s respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm

Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----17
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete

the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies,

Interexchange Carriers, other CLECs and other network providers . This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to

BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support

additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may

agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or

egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation.

9.4 Left Blank Intentionally.

9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1. In all markets covered by this Agreement, MCI shall charge BellSouth only end office switching at the rates set forth in Attachment 1 for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCIIm for tandem switching, end office switching and common transport at the rates set forth in Attachment 1 where those elements are actually used in the termination of Local Traffic.

9.4.1.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Left Blank Intentionally

9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer

to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the intercarrier compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for intercarrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIIm and to permit MCIIm to validate the BellSouth originating usage measurement audit system. The Parties agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIIm will be based on MCIIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage

disputes where the variance between MCIIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIIm will apply the BellSouth provided quarterly PLU to MCIIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call

to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the

initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----17
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete

the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies,

Interexchange Carriers, other CLECs and other network providers . This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to

BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support

additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm's request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may

agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or

egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation.

9.4 Left Blank Intentionally.

9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1. In all markets covered by this Agreement, MCI shall charge BellSouth only end office switching at the rates set forth in Attachment 1 for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCIIm for tandem switching, end office switching and common transport at the rates set forth in Attachment 1 where those elements are actually used in the termination of Local Traffic.

9.4.1.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Left Blank Intentionally

9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer

to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the intercarrier compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for intercarrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIIm and to permit MCIIm to validate the BellSouth originating usage measurement audit system. The Parties agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIIm will be based on MCIIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage

disputes where the variance between MCIIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIIm will apply the BellSouth provided quarterly PLU to MCIIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call

to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the

initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 3
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 9
SECTION 3. SIGNALING. -----16
SECTION 4. REPORTING. -----17
SECTION 6. SERVICING. -----20
SECTION 7. NETWORK MANAGEMENT. -----21
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----22
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----22

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. A Point of Interconnection may be designated at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 The Parties shall maintain all existing Point or Points of Interconnection established under the previous contract. The Parties shall work cooperatively to designate any additional Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement. MCIIm shall designate additional Points of Interconnection at any BellSouth access tandem where traffic is exchanged between the Parties at such access tandems or at any end offices subtending such access tandems, at a level exceeding 8.9 million minutes of use for three consecutive months. If either Party determines to establish new or change existing Points of Interconnection with the other Party, then the requesting Party shall provide written notice of the need to establish such interconnection. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.1 In the event the Parties are unable to agree on the Point or Points of Interconnection then either Party shall have the right to

request the Commission to determine the Point or Points of Interconnection.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party

shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs.

Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm

to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services,

directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm

must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm’s originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls

between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outputted, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm’s local traffic, blockage on those trunk groups that emanate from BellSouth’s end offices or tandems and are interconnected with MCIIm’s switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left

with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination,

installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

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9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation.

9.3.4 Until such time as MCIIm demonstrates that its switch services the same geographic area as BellSouth's tandem in a particular location, MCIIm shall not bill BellSouth the tandem switching rate.

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9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to this Attachment, Tandem Switching is defined as the function that

establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

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9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

- 9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.
- 9.4.7.3 For the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.4 To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:
- 9.4.7.6.1 For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.
- 9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Rates for the exchange of Local Traffic shall apply to all ISP-bound Traffic exchanged by the Parties between the expiration date of the initial term of the Parties' prior interconnection agreement and June 13, 2001, inclusive.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges. Without amending

this Agreement, MCIIm will not assign NPA-NXX codes to end users outside the rate center to which the NPA-NXX is assigned.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at MCIIm's Commission-filed and effective Switched Access tariff rate. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit

traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or

by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The recording Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data, which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number

bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes Bellsouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----17
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect. However, if MCIIm interconnects at a point within the LATA but outside of BellSouth's local calling area from which BellSouth traffic originates, MCIIm shall be required to compensate BellSouth for, or otherwise be responsible for, transport beyond the local calling area. Transport beyond the local calling area will be determined using the shortest distance from MCIIm's nearest point of interconnection to the boundary of the local calling area. Nothing in this section shall be interpreted to require MCIIm to establish a point of interconnection in every local calling area.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete

the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area subject to the terms of this Section 2.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for

the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis to determine which type of trunking will be more efficient by focusing on efficiency and sound engineering practices. BellSouth is obligated to utilize two-way trunks upon MCIIm's request, but only where it is technically feasible and MCIIm's network does not carry a sufficient amount of MCIIm-originated traffic to justify separate one-way trunks. If the Parties are unable to agree, either Party may request the Commission to resolve the issue.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other Competitive Local Exchange Carriers ("CLEC") and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating

to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two

tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm’s originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 Trunk Group Fragmentation. BellSouth shall allow MCIIm to combine Local Transit Traffic on the same trunks that carry other Local Traffic. To the extent that MCIIm is not utilizing local

interconnection trunks solely for originating or terminating its interexchange traffic, MCIIm may combine Switched Access Traffic and Local Traffic on interconnection trunks, provided that the switched access is being provided to a carrier that is serving a MCIIm local exchange customer. Further, each Party shall provide adequate billing records to the other Party to enable the other Party to bill switched access to the appropriate carriers. The Parties shall have the right to audit these records pursuant to Part A of this Agreement.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 To the extent that MCIIm is not utilizing local interconnection trunks solely for originating or terminating its interexchange traffic, MCIIm may combine Switched Access Traffic and Local Traffic on interconnection trunks, provided that the switched access is being provided to an MCIIm local exchange customer. Further, MCIIm shall provide adequate billing records to BellSouth to enable BellSouth to bill switched access to the appropriate CLPs (competitive local providers). The Parties shall have the right to audit these records pursuant to Part A of this Agreement.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCIIm shall use other interconnection

protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm's request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC"), where available, and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local

Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the

purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Designation of traffic as Switched Access Traffic shall not be dependent on the switching or transport technology used, including packet switching and internet protocol.

9.4 The rates for transport and termination of Local Traffic that BellSouth and MCIIm charge each other are set forth in Attachment 1 of this Agreement.

9.4.1 Pursuant to the Commission's order in Docket P-474, Sub 10, MCIIm is entitled to reciprocal compensation at BellSouth's tandem interconnection rate. MCIIm shall charge BellSouth for tandem switching and end office switching for all Local Traffic. BellSouth shall charge MCIIm for tandem switching and end office switching where those elements actually are used in the termination of a call. The Parties shall charge each other for common transport where common transport actually is used in the termination of a call.

9.4.2 For the purposes of this Attachment, BellSouth's Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 If a Party offers foreign exchange service (i.e., service offered to an end user from an exchange or rate center other than the exchange

or rate center from which the end user normally would be served), and that Party has in place either owned or leased dedicated facilities between the foreign exchange customer's premises and the switch, calls to the foreign exchange customer shall be considered Local Traffic, and, therefore, subject to reciprocal compensation, as long as they are originated and terminated within a LATA.

9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 For the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order,

then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Rates for the exchange of Local Traffic shall apply to all ISP-bound Traffic exchanged by the Parties between the expiration date of the initial term of the Parties' prior interconnection agreement and June 13, 2001, inclusive.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at MCIIm's Commission-filed and effective Switched Access tariff rate. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 If requested by MCIIm to deal with a third party on reciprocal compensation issues, BellSouth shall be entitled to compensation for any extraordinary functions that it performs, provided, however, that BellSouth is under no obligation to deal with a third party on reciprocal compensation issues for MCIIm.

9.7.2 Transit Traffic Service. The originating Party of local transit traffic shall compensate the transiting Party at the applicable rates set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on reciprocal compensation payments to the wireless carriers, or indemnify MCIIm as to any claim the wireless carriers may raise concerning those reciprocal compensation payments.

9.7.3 The Parties agree to deliver transit traffic to the terminating carrier. Except as otherwise provided in this Agreement, the transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----17
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----21
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete

the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic.

Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be

activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies,

Interexchange Carriers, other CLECs and other network providers . This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to

BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support

additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may

agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or

egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation.

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9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1. In all markets covered by this Agreement, MCI shall charge BellSouth only end office switching at the rates set forth in Attachment 1 for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCI for tandem switching, end office switching and common transport at the rates set forth in Attachment 1 where those elements are actually used in the termination of Local Traffic.

9.4.1.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCI utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCI for transport and termination of BellSouth originated traffic, BellSouth will pay MCI no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCI receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCI switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCI at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCI as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Left Blank Intentionally

9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer

to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the intercarrier compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for intercarrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIIm and to permit MCIIm to validate the BellSouth originating usage measurement audit system. The Parties agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIIm will be based on MCIIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage

disputes where the variance between MCIIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIIm will apply the BellSouth provided quarterly PLU to MCIIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call

to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the

initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

ATTACHMENT 4
INTERCONNECTION

TABLE OF CONTENTS

SECTION 1. NETWORK INTERCONNECTION METHODS. ----- 2
SECTION 2. INTERCONNECTION TRUNKING ARRANGEMENTS. ----- 8
SECTION 3. SIGNALING. -----15
SECTION 4. REPORTING. -----16
SECTION 6. SERVICING. -----19
SECTION 7. NETWORK MANAGEMENT. -----20
SECTION 8. THIRD PARTY TRANSIT TRAFFIC. -----20
SECTION 9. COMPENSATION FOR CALL TERMINATION. -----21

INTERCONNECTION

Section 1. Network Interconnection Methods.

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect. Each party shall be responsible for the costs of transporting its originated calls to the Point of Interconnection.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities.

1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.

1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center

through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection, if applicable, will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

Section 2. Interconnection Trunking Arrangements.

2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party

shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both

Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other Competitive Local Exchange Carriers ("CLEC") and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIIm. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is exchanged on a single two-way trunk group (also known

as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.2 Local Interconnection Trunking Arrangements.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access (“MTA”). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 Tandem Level Termination. MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth

Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall permit MCIIm to combine local, InterLATA, and transit traffic on one trunk group, provided the calls are properly timed, rated, and billed.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall be permitted to offer tandem services for switched access traffic. In order to ensure that BellSouth receives appropriate switched access charges, MCIIm shall provide the appropriate billing records for any trunk groups carrying access traffic that would enable BellSouth to bill for the switched access services it provides in conjunction with MCIIm's tandem service. The billing records shall be subject to audit pursuant to Part A of this Agreement.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes,

whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding (“ESF B8ZS”). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm’s request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability (“64K CCC”) trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame (“ESF”) facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part (“ISUP”) for trunk signaling and Carrier Identification Code (“CIC”), where available, and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outputted, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm’s local traffic, blockage on those trunk groups that emanate from BellSouth’s end offices or tandems and are interconnected with MCIIm’s switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth’s web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party’s network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA

that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

Section 9. Compensation For Call Termination.

9.1 General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier. Unless and until BellSouth notifies MCIIm that an independent telephone company has adopted an alternative to the primary carrier plan, for intraLATA toll calls originating on an independent telephone company's network, MCIIm shall presume that BellSouth is the intraLATA toll carrier, and shall use the 1101 records provided by BellSouth to bill BellSouth the appropriate access charges. If BellSouth notifies MCIIm that an independent telephone company has

adopted an alternative to the primary carrier plan, the Parties shall amend this Agreement to incorporate the appropriate access billing methods.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.

9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

9.3.2 Left Blank Intentionally.

9.3.3 Calls using Internet protocol, regardless of whether the call is data or voice shall be treated the same as circuit switched traffic subject to the FCC rules for intercarrier compensation.

9.4 The rates for transport and termination of Local Traffic that BellSouth and MCIIm charge each other are set forth in Attachment 1 of this Agreement.

9.4.1 Pursuant to the Commission's Order in Docket 00-00309, MCIIm is entitled to reciprocal compensation for tandem switching because MCIIm's switch in the Knoxville area serves a geographic area comparable to the area served by BellSouth's tandem switch. MCIIm shall charge BellSouth for tandem switching and end office switching

for all Local Traffic. In addition, in those markets specified in Section 9.4.1.1 below, based upon data provided by MCIIm to BellSouth that MCIIm's switch serves the same geographic area as BellSouth's tandem switch in such markets, MCIIm shall charge BellSouth for common transport where common transport is actually used in the termination of a call at a rate equal to one-half of the facility termination charge for common transport per minute of use for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCIIm for tandem switching, end office switching, and common transport at the rates set forth in Attachment 1 of this Agreement where those elements actually are used in the termination of a call.

9.4.1.1 The markets in which MCI will bill BellSouth for the common transport component described in Section 9.4.1 above are: Memphis and Knoxville local calling areas, as described in Section 9.3 above.

9.4.1.2 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of this Attachment, BellSouth's Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 The Parties shall be allowed to assign numbers in the same manner they choose consistent with Applicable Law as long as the Parties properly rate, time, and compensate each other an other carriers for the mutual exchange of such traffic. Calls to an NPA/NXX in a local calling area outside the rate center where the NPA/NXX is home shall be treated as intrastate interexchange toll traffic for purposes of intercarrier compensation and is subject to access charges.

9.4.7..Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3.), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3.), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.

9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.

9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.

9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Inter-carrier Compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for inter-carrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIIm and to permit MCIIm to validate the BellSouth originating usage measurement audit system. The Parties

agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIIm will be based on MCIIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage disputes where the variance between MCIIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIIm will apply the BellSouth provided quarterly PLU to MCIIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in

accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to

provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there

is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIIm
Local Switching	MCIIm
Interconnection Charge	MCIIm
Common Trunk Port	MCIIm
Tandem Transport Fixed	50% MCIIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.

LOCAL INTERCONNECTION - Alabama							Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMEc	SOMAN
											SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC												
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001						
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007						
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC												
END OFFICE SWITCHING												
	End Office Switching Function, Per MOU			OHD		0.0008663						
TANDEM SWITCHING												
	Tandem Switching Function Per MOU			OHD		0.000498						
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000498						
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
TRUNK CHARGE												
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.69	56.91				
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00						
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00					
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00						
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00					
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU			OHD		0.0000023						
	Common Transport - Facilities Termination Per MOU			OHD		0.0003224						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.008838						
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	21.13	40.54	27.41	16.74	6.90		
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.008838						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90		
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.008838						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90		
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18						
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44		
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46		
LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13.97	193.10	33.17	36.64	3.20		
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	14.93	193.53	33.60	37.11	3.67		
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26		
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58		
LOCAL INTERCONNECTION MID-SPAN MEET												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00	0.00				
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00	0.00				
MULTIPLEXERS												

LOCAL INTERCONNECTION - Alabama										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72							

LOCAL INTERCONNECTION - Florida							Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001										
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0009302										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0006019										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006019										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		336.43	57.38								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000035										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
						Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08							

LOCAL INTERCONNECTION - Georgia							Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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(\$)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001										
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0017897										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0011009										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0011009										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.28	56.84								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.000008										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004152										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0222										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	17.07	79.61	36.08								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0222										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45	79.61	36.08								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0222										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45	79.61	36.08								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.4523										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	78.47	147.07	111.75								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.72										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	788.00	511.10	330.77								
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13.91	382.95	62.40								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	14.99	368.44	64.05								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	38.36	356.15	312.89								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	515.91	639.50	426.31								
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00	0.00								
MULTIPLEXERS																

LOCAL INTERCONNECTION - Georgia										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	126.22	198.22	123.59							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	182.04	280.66	195.33							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.02	12.02	8.66							

LOCAL INTERCONNECTION - Kentucky							Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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(\$)					
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001										
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0014083										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0006772										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0006772										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.09	57.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.000003										
	Common Transport - Facilities Termination Per MOU			OHD		0.0007466										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.01										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0115										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																

LOCAL INTERCONNECTION - Kentucky										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08							

LOCAL INTERCONNECTION - Louisiana							Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMEc	SOMAN
											SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC												
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001						
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007						
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC												
END OFFICE SWITCHING												
	End Office Switching Function, Per MOU			OHD		0.002048						
TANDEM SWITCHING												
	Tandem Switching Function Per MOU			OHD		0.0005507						
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005507						
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
TRUNK CHARGE												
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.94	56.98				
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00						
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00					
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00						
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00					
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU			OHD		0.0000032						
	Common Transport - Facilities Termination Per MOU			OHD		0.0003748						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.013						
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.60	39.36	26.62				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.013						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61	39.37	26.62				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.013						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61	39.37	26.62				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652						
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45	270.69	158.05				
LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.32	187.51	32.21				
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.41	187.94	32.63				
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27				
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30				
LOCAL INTERCONNECTION MID-SPAN MEET												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00	0.00				
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00	0.00				
MULTIPLEXERS												

LOCAL INTERCONNECTION - Louisiana										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58							

LOCAL INTERCONNECTION - Mississippi							Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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(\$)					
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001										
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0011879										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.0005379										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0005379										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.11	56.98								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000026										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004541										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0098										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0098										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68	40.78	27.57	17.26	7.11						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.28	16.86	14.90						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.08	60.29						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.89	15.74						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00		0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00		0.00								
MULTIPLEXERS																

LOCAL INTERCONNECTION - Mississippi										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
						Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74							

LOCAL INTERCONNECTION - North Carolina							Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMEc	SOMAN
											SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC												
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001						
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007						
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC												
END OFFICE SWITCHING												
	End Office Switching Function, Per MOU			OHD		0.00173						
TANDEM SWITCHING												
	Tandem Switching Function Per MOU			OHD		0.0012						
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0012						
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
TRUNK CHARGE												
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.54	56.88				
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00						
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00					
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00						
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00					
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU			OHD		0.00001						
	Common Transport - Facilities Termination Per MOU			OHD		0.00034						
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0282						
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.00	137.48	52.58				
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0282						
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0282						
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58				
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.5753						
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	71.29	217.17	163.75				
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	12.98						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	720.38	794.94	579.55				
LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	11.24	553.80	89.69				
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	12.03	562.23	92.67				
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	27.05	534.48	462.69				
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	298.92	438.46	256.30				
LOCAL INTERCONNECTION MID-SPAN MEET												
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.												
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00	0.00				
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00	0.00				
MULTIPLEXERS												

LOCAL INTERCONNECTION - North Carolina										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38							

LOCAL INTERCONNECTION - South Carolina							Attachment: 3		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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(\$)					
											SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001										
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007										
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																
END OFFICE SWITCHING																
	End Office Switching Function, Per MOU			OHD		0.0012655										
TANDEM SWITCHING																
	Tandem Switching Function Per MOU			OHD		0.000736										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000736										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP++		335.14	57.16								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU			OHD		0.0000045										
	Common Transport - Facilities Termination Per MOU			OHD		0.0004095										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65	279.37	163.12	60.33	58.59						
LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00			0.00							
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00			0.00							
MULTIPLEXERS																

LOCAL INTERCONNECTION - South Carolina										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.73							

LOCAL INTERCONNECTION - Tennessee										Attachment: 3		Exhibit: A										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																						
INTERCARRIER COMPENSATION FOR ISP-BOUND TRAFFIC																						
	Composite Rate for ISP-Bound Traffic, per MOU (Effective Date through June 13, 2003)					0.001																
	Composite Rate for ISP-Bound Traffic, per MOU (June 14, 2003 through Expiration Date)					0.0007																
INTERCARRIER COMPENSATION FOR LOCAL TRAFFIC, LOCAL TRANSIT TRAFFIC, AND MTA TRAFFIC																						
END OFFICE SWITCHING																						
	End Office Switching Function, Per MOU			OHD		0.0008041																
TANDEM SWITCHING																						
	Tandem Switching Function Per MOU			OHD		0.0009778																
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																						
TRUNK CHARGE																						
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01														
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00																
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00																
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00																
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
COMMON TRANSPORT (Shared)																						
	Common Transport - Per Mile, Per MOU			OHD		0.0000064																
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174																
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	55.39	17.37	27.96	3.51												
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174																
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51												
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174																
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562																
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99												
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34																
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91												
LOCAL CHANNEL - DEDICATED TRANSPORT																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80												
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51												
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30												
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15												
LOCAL INTERCONNECTION MID-SPAN MEET																						
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																						
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00															
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00															
MULTIPLEXERS																						
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62												

LOCAL INTERCONNECTION - Tennessee										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66							

ODUF/ADUF/EODUF/CMDS - Alabama										Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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
ODUF/ADUF/OEDUF/CMDS													
ACCESS DAILY USAGE FILE (ADUF)													
	ADUF: Message Processing, per message				N/A	0.001851							
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113							
OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message				N/A	0.000011							
	ODUF: Message Processing, per message				N/A	0.002499							
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.76							
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094							
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)													
	CMDS: Message Processing, per message				N/A	0.004							
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001							
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)													
	EODUF: Message Processing, per message				N/A	0.222067							

ODUF/ADUF/EODUF/CMDS - Florida							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001656										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0001245										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000071										
	ODUF: Message Processing, per message				N/A	0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010375										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.080698										

ODUF/ADUF/EODUF/CMDS - Georgia							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEUDF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.0079506										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000090										
	ODUF: Message Processing, per message				N/A	0.0046462										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	28.85										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.0034555										

ODUF/ADUF/EODUF/CMDS - Kentucky							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001857										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012447										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000136										
	ODUF: Message Processing, per message				N/A	0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010372										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.235889										

ODUF/ADUF/EODUF/CMDS - Louisiana							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEUDF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001825										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012147										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000117										
	ODUF: Message Processing, per message				N/A	0.002446										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.54										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010122										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.229779										

ODUF/ADUF/EODUF/CMDS - Mississippi										Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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
ODUF/ADUF/OEDUF/CMDS													
ACCESS DAILY USAGE FILE (ADUF)													
	ADUF: Message Processing, per message				N/A	0.001861							
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012278							
OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message				N/A	0.0000063							
	ODUF: Message Processing, per message				N/A	0.002509							
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.97							
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010232							
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)													
	CMDS: Message Processing, per message				N/A	0.004							
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001							
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)													
	EODUF: Message Processing, per message				N/A	0.234915							

ODUF/ADUF/EODUF/CMDS - North Carolina							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEUDF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001825										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012147										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000117										
	ODUF: Message Processing, per message				N/A	0.002446										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.54										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00004										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.2285406										

ODUF/ADUF/EODUF/CMDS - South Carolina							Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEUDF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001856										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012515										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000216										
	ODUF: Message Processing, per message				N/A	0.002508										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.84										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010429										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.241298										

ODUF/ADUF/EODUF/CMDS - Tennessee										Attachment: 7		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-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		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001825										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00012147										
OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000044										
	ODUF: Message Processing, per message				N/A	0.0024460										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	35.54										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000339										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message				N/A	0.229779										