BELLSOUTH® / CLEC Agreement

Customer Name: K. Kessler Inc.

Resale Agreement

Between

BellSouth Telecommunications, Inc.

And

K. Kessler Inc.

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AGREEMENT
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and K. Kessler Inc., (K. Kessler), a Florida corporation, and shall be deemed effective the Effective Date, as defined herein. This Agreement may refer to either BellSouth or K. Kessler or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, K. Kessler is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, K. Kessler wishes to resell BellSouth's telecommunications services and other services; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and K. Kessler agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine-state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

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End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (Act) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1.   CLEC Certification

1.1   Prior to execution of this Agreement, K. Kessler agrees to provide BellSouth in writing, K. Kessler's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.2   To the extent K. Kessler is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, K. Kessler will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2.   Term of the Agreement

2.1   The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.2   The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

2.3   If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the

Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

2.4   If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to K. Kessler pursuant to the terms, conditions and rates set forth in BellSouth's then current standard resale standalone agreement. In the event that BellSouth's standard resale standalone agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the date as stated in the Subsequent Agreement.

2.4.1 Except as set forth in Section 2.4.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this agreement to BellSouth's then current resale standalone agreement, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party.

2.4.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.3 above, and (2) K. Kessler either is not certified as a CLEC in any particular state to which this agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall be deemed terminated as of the expiration date hereof.Operational Support Systems

K. Kessler shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

3.   Parity

When K. Kessler purchases, Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users.

4.   White Pages Listings

4.1   BellSouth shall provide K. Kessler and their customers access to white pages directory listings under the following terms:

4.1.1 Listings. K. Kessler shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include K. Kessler residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Resale Agreement. Directory listings will make no distinction between K. Kessler and BellSouth subscribers.

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4.1.2   <u>Rates</u>. So long as K. Kessler provides subscriber listing information to BellSouth in accordance with Section 4.2 below, BellSouth shall provide to K. Kessler one (1) primary White Pages listing per K. Kessler subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

4.2   Procedures for Submitting K. Kessler SLI are found in The BellSouth Business Rules for Local Ordering.

4.2.1   K. Kessler authorizes BellSouth to release all such K. Kessler SLI provided to BellSouth by K. Kessler to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such K. Kessler SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

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

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

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

4.3   <u>Unlisted/Non-Published Subscribers</u>. K. Kessler will be required to provide to BellSouth the names, addresses and telephone numbers of all K. Kessler customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.

4.4   <u>Inclusion of K. Kessler End Users in Directory Assistance Database</u>. BellSouth will include and maintain K. Kessler subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and K. Kessler shall provide such Directory Assistance listings to BellSouth at no recurring charge.

4.5   Listing Information Confidentiality. BellSouth will accord K. Kessler's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

4.6   Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST.

4.7   Directories. BellSouth or its agent shall make available White Pages directories to K. Kessler subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

5.   Court Ordered Requests for Call Detail Records and Other Subscriber Information

5.1   Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for K. Kessler, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to K. Kessler End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for K. Kessler End Users for the same length of time it maintains such information for its own End Users.

5.2   Subpoenas Directed to K. Kessler. Where BellSouth is providing to K. Kessler Telecommunications Services for resale or providing to K. Kessler the local switching function, then K. Kessler agrees that in those cases where K. Kessler receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to K. Kessler End Users, and where K. Kessler does not have the requested information, K. Kessler will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.

5.3   In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

6.   Liability and Indemnification

6.1   K. Kessler Liability. In the event that K. Kessler consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of K. Kessler under this Agreement.

6.2   Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to K. Kessler for any act or omission of another Telecommunications company providing services to K. Kessler.

6.3   Limitation of Liability

6.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability, expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall

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be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

6.3.2   <u>Limitations in Tariffs</u>. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

6.3.3   Neither BellSouth nor K. Kessler shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

6.3.4   Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

6.3.5   To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

6.4   <u>Indemnification for Certain Claims</u>. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising

from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

6.5   Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

7.   Intellectual Property Rights and Indemnification

7.1   No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. K. Kessler is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of Telecommunications Services, of any BellSouth name, service mark or trademark (collectively, the "Marks"). The Marks of BellSouth include those Marks owned directly by BellSouth and those Marks that BellSouth has a legal and valid license to use.

7.2   Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

7.3   Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 preceding.

7.4   Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

7.4.1   modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

7.4.2   obtain a license sufficient to allow such use to continue.

7.4.3   In the event Section 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

7.5   Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

7.6   Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

7.7   Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

8.   Proprietary and Confidential Information

8.1   Proprietary and Confidential Information. It may be necessary for BellSouth and K. Kessler, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

8.2   Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise

authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

8.3   <u>Exceptions</u>. Recipient will not have an obligation to protect any portion of the Information which:

8.3.1   (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

8.4   Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

8.5   Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

8.6   The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application, which is now or may hereafter be owned by the Discloser.

8.7   <u>Survival of Confidentiality Obligations.</u> The Parties' rights and obligations under this Section 8 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

9.   Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

10.   Taxes

10.1   <u>Definition</u>. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect

to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

10.2   <u>Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.</u>

10.2.1   Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

10.2.2   Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

10.3   <u>Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.</u>

10.3.1   Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

10.3.2   To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

10.3.3   If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

10.3.4   In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

10.3.5   If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

10.3.6   Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with

respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

10.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

10.4 <u>Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party</u>.

10.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

10.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

10.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

10.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

10.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

10.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

10.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days

prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

10.5   Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.   Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by K. Kessler, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

12.   Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to K. Kessler any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

13.   Modification of Agreement

13.1   If K. Kessler changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of K. Kessler to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

13.2 No modifications, amendment, supplements to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

13.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of K. Kessler or BellSouth to perform any material terms of this Agreement, K. Kessler or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

14.   Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15.   Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recoupable against other payment obligations under this Agreement.

16.   Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

17.   Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18.   <u>Assignments.</u>

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of K. Kessler, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, K. Kessler shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) K. Kessler pays all bills, past due and current, under this Agreement, or (2) K. Kessler's assignee expressly assumes liability for payment of such bills.

19.   Notices

19.1   Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th St., 8th Floor
Birmingham, AL 35203

and

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

K. Kessler Inc.

Ken Kessler
4312 W. Corona St.
Tampa, FL 33629
Adam48@earthlink.net

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.2   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.

19.3   Notwithstanding the foregoing, BellSouth may provide K. Kessler notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

20.   Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21.   Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22.   Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23.   Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, K. Kessler shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by K. Kessler. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as K. Kessler is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24.   Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

25.   Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection

with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

26. **Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

27. **Nonexclusive Dealings**

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to K. Kessler as a requesting carrier under the Act).

28. **Survival**

The Parties' obligations under this Agreement, which, by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29. **Entire Agreement**

29.1 This Agreement means the General Terms and Conditions and the Attachments identified in Section 30.2 below, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and K. Kessler acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

29.2 This Agreement includes Attachments with provisions for the following:

Resale
Pre-Ordering, Ordering and Provisioning, Maintenance and Repair
Billing
Performance Measurements

BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

29.3   The following services are included as options for purchase by K. Kessler pursuant to the terms and conditions set forth in this Agreement. K. Kessler may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Line Information Database (LIDB) Storage

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.   **K. Kessler Inc.**

By: _____   By: _____

Name: Kristen E. Rowe   Name: Ken Kessler

Title: Director – Interconnection Services   Title: Co - President

Date: 4/27/04   Date: 4-12-04

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Attachment 1

Resale

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RESALE

1.   **Discount Rates**

1.1   The discount rates applied to K. Kessler purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2   The telecommunications services available for purchase by K. Kessler for the purposes of resale to K. Kessler's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2.   **Definition of Terms**

2.1   COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

2.2   CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.3   DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4   END USER means the ultimate user of the Telecommunications Service.

2.5   END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

2.6   NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7   RESALE means an activity wherein a certificated CLEC, such as K. Kessler, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3.   **General Provisions**

3.1   All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other

services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to K. Kessler for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

3.1.1   When K. Kessler provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

3.1.2   In Tennessee, if K. Kessler does not resell Lifeline service to any end users, and if K. Kessler agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.

3.1.2.1   In the event K. Kessler resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon K. Kessler and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.1.2.2   K. Kessler must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

3.2   K. Kessler may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.2.1   K. Kessler must resell services to other End Users.

3.2.2   K. Kessler cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

3.3   K. Kessler will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from K. Kessler for said services.

3.4   K. Kessler will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5   BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of K. Kessler. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of K. Kessler. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1   When an End User of K. Kessler or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5.2   BellSouth and K. Kessler will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or K. Kessler to the other Party until such time that the order for service has been completed.

3.6   Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7   Where BellSouth provides resold services to K. Kessler, BellSouth will provide K. Kessler with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. K. Kessler acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. K. Kessler acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, K. Kessler shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.8   BellSouth will allow K. Kessler to designate up to 100 intermediate telephone numbers per CLLIC, for K. Kessler's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. K. Kessler acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1)

where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

3.9   Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.10   Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.11   BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.12   BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to K. Kessler's End Users, pursuant to Section 6 of the General Terms and Conditions.

3.13   If K. Kessler or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, K. Kessler has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

3.14   Facilities and/or equipment utilized by BellSouth to provide service to K. Kessler remain the property of BellSouth.

3.15   White page directory listings for K. Kessler End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16   Service Ordering and Operational Support Systems (OSS)

3.16.1   K. Kessler must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which K. Kessler may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.

3.16.2   LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3   <u>Denial/Restoral OSS Charge.</u> In the event K. Kessler provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.16.4   <u>Cancellation OSS Charge.</u> K. Kessler will incur an OSS charge for an accepted LSR that is later canceled.

3.17   Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services**:**

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities

- Call Forward Busy Line ("CF/B")

- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.18   BellSouth shall provide branding for, or shall unbrand, voice mail services for K. Kessler per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.

3.19   BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.20   In the event K. Kessler acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to K. Kessler that Special Assembly at the wholesale discount at K. Kessler's option. K. Kessler shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.21   BellSouth shall provide 911/E911 for K. Kessler customers in the same manner that it is provided to BellSouth customers.   BellSouth shall provide and validate K. Kessler customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the K. Kessler customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.22   BellSouth shall bill, and K. Kessler shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.23   Pursuant to 47 CFR Section 51.617, BellSouth shall bill to K. Kessler, and K. Kessler shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4.   BellSouth's Provision of Services to K. Kessler

4.1   Resale of BellSouth services shall be as follows:

4.1.1   The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2   Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3   BellSouth reserves the right to periodically audit services purchased by K. Kessler to establish authenticity of use. Such audit shall not occur more than once in a calendar year. K. Kessler shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by K. Kessler for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2   Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3   K. Kessler may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4   If K. Kessler cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

4.5   Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

4.5.1   BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.

4.5.2   When K. Kessler assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.5.3   Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to K. Kessler.

4.5.4   K. Kessler must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.

4.5.5   Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5.   Maintenance of Services

5.1   Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2   K. Kessler or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.3   K. Kessler accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.4   K. Kessler will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.5   For all repair requests, K. Kessler shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.6   BellSouth will bill K. Kessler for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.7   BellSouth reserves the right to contact K. Kessler's End Users, if deemed necessary, for maintenance purposes.

6. **Establishment of Service**

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, K. Kessler will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). K. Kessler is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

6.1.1 If K. Kessler needs to change its OCN(s) under which it operates when K. Kessler has already bee conducting business utilizing those OCN(s), K. Kessler shall bear all costs incurred by BellSouth to convert K. Kessler K. Kessler to the new OCN(s). OCN conversion charges include all time required to make system updates to all of K. Kessler's end user customer records. Appropriate charges will appear in the OC&C section of K. Kessler's bill.

6.2 K. Kessler shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that K. Kessler will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for K. Kessler's End User customer.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from K. Kessler to BellSouth or will accept a request from another CLEC for conversion of the End User's service from K. Kessler to such other CLEC. Upon completion of the conversion BellSouth will notify K. Kessler that such conversion has been completed.

7. **Discontinuance of Service**

7.1 The procedures for discontinuing service to an End User are as follows:

7.1.1 BellSouth will deny service to K. Kessler's End User on behalf of, and at the request of, K. Kessler. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of K. Kessler.

7.1.2 At the request of K. Kessler, BellSouth will disconnect a K. Kessler End User customer.

7.1.3 All requests by K. Kessler for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 K. Kessler will be made solely responsible for notifying the End User of the proposed disconnection of the service.

7.1.5   BellSouth will continue to process calls made to the Annoyance Call Center and will advise K. Kessler when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by K. Kessler and/or the End User against any claim, loss or damage arising from providing this information to K. Kessler. It is the responsibility of K. Kessler to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8.   Operator Services (Operator Call Processing and Directory Assistance)

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

8.1   Upon request for BellSouth Operator Call Processing, BellSouth shall:

8.1.1 .   Process 0+ and 0- dialed local calls

8.1.3 .2   Process 0+ and 0- intraLATA toll calls.

8.1.4   Process calls that are billed to K. Kessler end user's calling card that can be validated by BellSouth.

8.1.5   Process person-to-person calls.

8.1.6   Process collect calls.

8.1.7   Provide the capability for callers to bill a third party and shall also process such calls.

8.1.8   Process station-to-station calls.

8.1.9   Process Busy Line Verify and Emergency Line Interrupt requests.

8.1.10   Process emergency call trace originated by Public Safety Answering Points.

8.1.11   Process operator-assisted directory assistance calls.

8.1.12   Adhere to equal access requirements, providing K. Kessler local end users the same IXC access that BellSouth provides its own operator service.

8.1.13   Exercise at least the same level of fraud control in providing Operator Service to K. Kessler that BellSouth provides for its own operator service.

8.1.14   Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

8.1.15   Direct customer account and other similar inquiries to the customer service center designated by K. Kessler.

8.1.16   Provide call records to K. Kessler in accordance with ODUF standards.

8.1.17   The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

8.2   <u>Directory Assistance Service</u>

8.2.1   Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

8.2.2   Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by K. Kessler's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

8.3.1   <u>Directory Assistance Service Updates</u>

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

8.3.2   New end user connections

8.3.3   End user disconnections

8.3.4   End user address changes

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

8.4   <u>Branding for Operator Call Processing and Directory Assistance</u>

8.4.1   BellSouth's branding feature provides a definable announcement to K. Kessler end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows K. Kessler's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.

8.4.2   BellSouth offers three branding offering options to K. Kessler when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

8.4.3   Upon receipt of the branding order from K. Kessler, the order is considered firm after ten (10) business days. Should K. Kessler decide to cancel the order, written notification to K. Kessler's BellSouth Account Executive is required. If K. Kessler decides to cancel after ten (10) business days from receipt of the branding order, K. Kessler shall pay all charges per the order.

8.4.4   <u>Branding via Originating Line Number Screening (OLNS)</u>

8.4.4.1   BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding K. Kessler shall not be required to purchase dedicated trunking.

8.4.4.2   BellSouth Branding is the default branding offering.

8.4.4.3   For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance K. Kessler must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, K. Kessler must submit a manual order form which requires, among other things, K. Kessler's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. K. Kessler shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon K. Kessler's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all K. Kessler end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

8.4.4.4   Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, K. Kessler shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.

8.4.5   <u>Selective Call Routing using Line Class Codes (SCR-LCC)</u>

8.4.5.1   Where K. Kessler resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route K. Kessler's end user calls to that provider through Selective Call Routing.

8.4.5.2   Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for K. Kessler to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

8.4.5.3   Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.

8.4.5.4   Where available, K. Kessler specific and unique line class codes are programmed in each BellSouth end office switch where K. Kessler intends to service end users with customized OCP/DA branding. The line class codes specifically identify K. Kessler's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and K. Kessler intends to provide K. Kessler-branded OCP/DA to its end users in these multiple rate areas.

8.4.5.5   BellSouth Branding is the default branding offering.

8.4.5.6   SCR-LCC supporting Custom Branding and Self Branding require K. Kessler to order dedicated transport and trunking from each BellSouth end office identified by K. Kessler, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the K. Kessler Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.

8.4.5.7   The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.

8.4.5.8   Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by K. Kessler to the BellSouth Tops. The calls are routed to "No Announcement."

8.4.6   Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which K. Kessler requires service.

8.4.6.1   Directory Assistance customized branding uses:

8.4.6.2   the recording of K. Kessler

8.4.6.3   the loading of the recording in each switch.

8.4.6.4   Operator Call Processing customized branding uses:

8.4.6.5   the recording of K. Kessler

8.4.6.6 2   the loading of the recording in each switch.

8.4.6.7   the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9.   Line Information Database (LIDB)

9.1   BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2   BellSouth will provide LIDB Storage upon written request to K. Kessler's Account Manager stating a requested activation date.

10.   RAO Hosting

10.1   RAO Hosting is not required for resale in the BellSouth region.

11.   Optional Daily Usage File (ODUF)

11.1   The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.

11.2.   BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12.   Enhanced Optional Daily Usage File (EODUF)

12.1   The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.

12.2   BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - $\leq$ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall®Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
	Applicable Notes:																		
1.	**Grandfathered services** can be resold only to existing subscribers of the grandfathered service.																		
2.	Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																		
3.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																		

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LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I.   Definitions (from Addendum)

A.   Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B.   Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.

C.   Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.

D.   Calling Card number - a billing number plus PIN number assigned by BellSouth.

E.   PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.

F.   Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by K. Kessler.

G.   Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H.   Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I.   Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by K. Kessler.

J.   Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K.   Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by K. Kessler for originating line numbers.

L.   Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. **General**

A.   This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of K. Kessler and pursuant to which BellSouth, its LIDB customers and K. Kessler shall have access to such information. In addition, this Agreement sets forth the terms and conditions for K. Kessler's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. K. Kessler understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of K. Kessler, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to K. Kessler's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B.   BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

    BellSouth is authorized to use the billing number information to determine whether K. Kessler has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

    BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

    BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of K. Kessler from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of K. Kessler indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify K. Kessler of fraud alerts so that K. Kessler may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by K. Kessler pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to K. Kessler for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate K. Kessler's data from BellSouth's data, the following shall apply:

(1)   BellSouth will identify K. Kessler end user originated long distance charges and will return those charges to the interexchange carrer as not covered by the existing B&C agreement. K. Kessler is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

(2)   BellSouth shall have no obligation to become involved in any disputes between K. Kessler and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to K. Kessler. It shall be the responsibility of K. Kessler and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

A.   K. Kessler will not be charged a fee for storage services provided by BellSouth to K. Kessler, as described in this LIDB Resale Storage Agreement.

B.   Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by K. Kessler in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1.   Upon written request from K. Kessler, BellSouth will provide the Optional Daily Usage File (ODUF) service to K. Kessler pursuant to the terms and conditions set forth in this section.

2.   K. Kessler shall furnish all relevant information required by BellSouth for the provision of the ODUF.

3.   The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a K. Kessler customer.

4.   Charges for ODUF will appear on K. Kessler's monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. K. Kessler will be billed at the ODUF rates that are in effect at the end of the previous month.

5.   The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.   Messages that error in K. Kessler's billing system will be the responsibility of K. Kessler. If, however, K. Kessler should encounter significant volumes of errored messages that prevent processing by K. Kessler within its systems, BellSouth will work with K. Kessler to determine the source of the errors and the appropriate resolution.

6.   The following specifications shall apply to the ODUF feed.

6.1   ODUF Message to be Transmitted

6.1.1   The following messages recorded by BellSouth will be transmitted to K. Kessler:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)

- Measured billable Local

- Directory Assistance messages

- IntraLATA Toll

- WATS and 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Credit/Cancel Records

- Usage for Voice Mail Message Service

6.1.2   Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF.   Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3   BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to K. Kessler.

6.1.4   In the event that K. Kessler detects a duplicate on ODUF they receive from BellSouth, K. Kessler will drop the duplicate message and will not return the duplicate to BellSouth).

6.2   ODUF Physical File Characteristics

6.2.1   The ODUF will be distributed to K. Kessler via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium.   The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium.   There will be a maximum of one dataset per workday per OCN.

6.2.2   Data circuits (private line or dial-up) will be required between BellSouth and K. Kessler for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, K. Kessler will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. K. Kessler will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to K. Kessler. Additionally, all message toll charges associated with the use of the dial circuit by K. Kessler will be the responsibility of K. Kessler. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and

software, that is required on K. Kessler end for the purpose of data transmission will be the responsibility of K. Kessler.

6.2.3   If K. Kessler utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the   Secure File Transfer Protocol (FTP) software will be the responsibility of K. Kessler.

6.3   ODUF Packing Specifications

6.3.1   A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record.   One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2   The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to K. Kessler which BellSouth RAO is sending the message. BellSouth and K. Kessler will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by K. Kessler and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4   ODUF Pack Rejection

6.4.1   K. Kessler will notify BellSouth within one business day of rejected packs (via the mutually agreed medium).   Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated).   Standard ATIS EMI Error Codes will be used. K. Kessler will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to K. Kessler by BellSouth.

6.5   ODUF Control Data

K. Kessler will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate K. Kessler received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by K. Kessler for reasons stated in the above section.

6.6   ODUF Testing

6.6.1   Upon request from K. Kessler, BellSouth shall send test files to K. Kessler for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that K. Kessler set up a production (live) file. The live test may consist of K. Kessler's employees making test calls for the types of services K. Kessler requests on the ODUF. These test calls are logged by K.

Kessler, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1.   Upon written request from K. Kessler, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to K. Kessler pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2.   K. Kessler shall furnish all relevant information required by BellSouth for the provision of the EODUF.

3.   The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4.   Charges for delivery of the EODUF will appear on K. Kessler's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.

5.   All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.   Messages that error in the billing system of K. Kessler will be the responsibility of K. Kessler. If, however, K. Kessler should encounter significant volumes of errored messages that prevent processing by K. Kessler within its systems, BellSouth will work with K. Kessler to determine the source of the errors and the appropriate resolution.

7.   The following specifications shall apply to the EODUF feed.

7.1   Usage To Be Transmitted

7.1.1   The following messages recorded by BellSouth will be transmitted to K. Kessler:

Customer usage data for flat rated local call originating from K. Kessler's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

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Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2   BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to K. Kessler.

7.1.3   In the event that K. Kessler detects a duplicate on EODUF they receive from BellSouth, K. Kessler will drop the duplicate message (K. Kessler will not return the duplicate to BellSouth).

7.2   Physical File Characteristics

7.2.1   The EODUF feed will be distributed to K. Kessler via Connect: Direct, Secure File Transfer Protocol (FTP)or another mutually agreed medium. The EODUF messages will be intermingled among K. Kessler's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.

7.2.2   Data circuits (private line or dial-up) may be required between BellSouth and K. Kessler for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3   If K. Kessler utilizes Secure File Transfer Protocol (FTP)for data file transmission, purchase of the Secure File Transfer Protocol (FTP)software will be the responsibility of K. Kessler.

7.3   Packing Specifications

7.3.1   A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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7.3.2   The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to K. Kessler which BellSouth RAO is sending the message. BellSouth and K. Kessler will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by K. Kessler and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

						RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC											
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.22										

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RESALE DISCOUNTS AND RATES - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	11.46	11.46						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.080698										

RESALE DISCOUNTS AND RATES - Georgia													Attachment: 1		Exhibit: E	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					20.30										
	Business %					17.30										
	CSAs %					17.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						199.56	199.56								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0001275										
	ODUF: Message Processing, per message					0.0082548										
	ODUF: Message Processing, per Magnetic Tape provisioned					28.85										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000434										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.0034555										

RESALE DISCOUNTS AND RATES - Kentucky													Attachment: 1		Exhibit: E	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					16.79										
	Business %					15.54										
	CSAs %					15.54										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.53	93.53	15.58	15.58						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000136										
	ODUF: Message Processing, per message					0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.235889										

RESALE DISCOUNTS AND RATES - Louisiana												Attachment: 1		Exhibit: E	

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					20.72										
	Business %					20.72										
	CSAs %					9.05										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000117										
	ODUF: Message Processing, per message					0.004641										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.250015										

RESALE DISCOUNTS AND RATES - Mississippi — Attachment: 1 — Exhibit: E

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR (SOMEC)	Svc Order Submitted Manually per LSR (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-1st (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-Add'l (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l (SOMAN)
APPLICABLE DISCOUNTS																
	Residence %					15.75										
	Business %					15.75										
	CSAs %					15.75										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						85.19	85.19	14.19	14.19						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000063										
	ODUF: Message Processing, per message					0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.250424										

RESALE DISCOUNTS AND RATES - North Carolina													Attachment: 1		Exhibit: E	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					21.50										
		Business %					17.60										
		CSAs %					17.60										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						82.25	82.25	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0003										
		ODUF: Message Processing, per message					0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned					54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.2285406										

RESALE DISCOUNTS AND RATES - South Carolina   Attachment: 1   Exhibit: E

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					14.80										
		Business %					14.80										
		CSAs %					8.98										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																	
		Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
		Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						84.89	84.89	14.14	14.14						
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Anouncement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					0.0000216										
		ODUF: Message Processing, per message					0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF: Message Processing, per message					0.258301										

RESALE DISCOUNTS AND RATES - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR (SOMEC)	Svc Order Submitted Manually per LSR (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-1st (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-Add'l (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st (SOMAN)	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l (SOMAN)
APPLICABLE DISCOUNTS																
	Residence %					16.00										
	Business %					16.00										
	CSAs %					16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES																
	Electronic LSR				SOMEC		3.50	3.50	3.50	3.50						
	Manual LSR				SOMAN		19.99	19.99	19.99	19.99						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						179.60	179.60								
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03						
	Loading of DA Custom Branded Anouncement per Switch per OCN						240.71	240.71								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																
	Recording of Custom Branded OA Announcement						1,555.00	1,555.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						240.71	240.71								
	Loading of OA Custom Branded Announcement per Switch per OCN						240.71	240.71								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000044										
	ODUF: Message Processing, per message					0.0027366										
	ODUF: Message Processing, per Magnetic Tape provisioned					52.75										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
	EODUF: Message Processing, per message					0.004										

Attachment 2

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair**

TABLE OF CONTENTS

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.   **QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

1.1   BellSouth shall provide pre-ordering, ordering, provisioning, and maintenance and repair services to K. Kessler that are equivalent to the pre-ordering, ordering, provisioning, and maintenance and repair services BellSouth provides to itself or any other CLEC where technically feasible. The guidelines for pre-ordering, ordering, provisioning, and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at http://www.interconnection.bellsouth.com and are incorporated herein by reference.

1.2   BellSouth shall provision services during its regular working hours. To the extent K. Kessler requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of K. Kessler, BellSouth will not assess K. Kessler additional charges beyond the rates and charges specified in this Agreement.

2.   **ACCESS TO OPERATIONS SUPPORT SYSTEMS**

2.1   BellSouth shall provide K. Kessler access to operations support systems (OSS) functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of K. Kessler to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for K. Kessler's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

2.1.1   Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information and customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. K. Kessler shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable.

K. Kessler shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, K. Kessler shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2   The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. K. Kessler will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit K. Kessler's access to customer record information. If a BellSouth audit of K. Kessler's access to customer record information reveals that K. Kessler is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to K. Kessler may take corrective action, including but not limited to suspending or terminating K. Kessler's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3   Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. K. Kessler may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.

2.1.4   Maintenance and Repair. K. Kessler may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers K. Kessler non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via the ECTA Gateway. BellSouth provides K. Kessler an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and K. Kessler agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at http://www.interconnection.bellsouth.com.

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2.2   <u>Change Management</u>. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <u>http://www.interconnection.bellsouth.com</u>.

2.3   <u>BellSouth's Versioning Policy for Electronic Interfaces.</u> BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to K. Kessler, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at http://www.interconnection.bellsouth.com.

2.4   <u>Rates</u>. Charges for use of OSS shall be as set forth in this Agreement.

3.   MISCELLANEOUS

3.1   <u>Pending Orders</u>. Orders placed in the hold or pending status by K. Kessler will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, K. Kessler shall be required to submit a new service request. Incorrect or invalid requests returned to K. Kessler for correction or clarification will be held for thirty (30) days. If K. Kessler does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

3.2   <u>Single Point of Contact</u>. K. Kessler will be the single point of contact with BellSouth for ordering activity for network elements and other services used by K. Kessler to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. K. Kessler and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines.

3.2.1   Neither BellSouth nor K. Kessler shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2.2   BellSouth shall provide access to customer service records (CSRs), Firm Order Confirmations (FOCs) and Local Service Request (LSR) rejects within the intervals set forth in Attachment 4 of this Agreement.

3.2.3   K. Kessler shall return a FOC to BellSouth within thirty-six (36) hours after K. Kessler's receipt from BellSouth of a valid LSR.

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3.2.4   K. Kessler shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

3.3   Use of Facilities. When a customer of K. Kessler elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to K. Kessler by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify K. Kessler that such a request has been processed after the disconnect order has been completed.

3.4   Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5   Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6   Cancellation Charges. If K. Kessler cancels a request for resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's General Subscriber Services Tariff or Private Line Tariff, as applicable.

3.7   Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by K. Kessler, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's Private Line Tariff, will apply as applicable.

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Attachment 3

Billing

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BILLING

1. **PAYMENT AND BILLING ARRANGEMENTS**

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1   Billing. BellSouth will bill through the Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to K. Kessler under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.1   For any service(s) BellSouth receives from K. Kessler, K. Kessler shall bill BellSouth in CBOS format.

1.1.2   Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.3   BellSouth will render bills each month on established bill days for each of K. Kessler's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.

1.1.4   BellSouth will bill K. Kessler in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.

1.1.4.1   Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill K. Kessler, and K. Kessler will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.5   BellSouth will not perform billing and collection services for K. Kessler as a result of the execution of this Agreement.

1.1.6   In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2   <u>Establishing Accounts</u>. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, K. Kessler will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, K. Kessler may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from K. Kessler.

1.2.1 <u>OCN</u>. If K. Kessler needs to change its OCN(s) under which it operates when K. Kessler has already been conducting business utilizing those OCN(s), K. Kessler shall bear all costs incurred by BellSouth to convert K. Kessler to the new OCN(s). OCN conversion charges include all time required to make system updates to all of K. Kessler's End User customer records and will be handled by the BFR/NBR process.

1.2.2 <u>Payment Responsibility</u>. Payment of all charges will be the responsibility of K. Kessler. K. Kessler shall make payment to BellSouth for all services billed. Payments made by K. Kessler to BellSouth as payment on account will be credited to K. Kessler's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between K. Kessler and K. Kessler's customer.

1.3   <u>Payment Due</u>. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.

1.4   <u>Due Dates</u>. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.

1.5   <u>Tax Exemption</u>. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to K. Kessler will not include those taxes or fees from which K. Kessler is exempt. K. Kessler will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of K. Kessler.

1.6   Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as appropriate. In addition to any applicable late payment charges, K. Kessler may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7   Discontinuing Service to K. Kessler. The procedures for discontinuing service to K. Kessler are as follows:

1.7.1   BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by K. Kessler of the rules and regulations of BellSouth's tariffs.

1.7.2   BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to K. Kessler that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by K. Kessler to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to K. Kessler if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.

1.7.3   In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.

1.7.4   Discontinuance of service on K. Kessler's account will effect a discontinuance of service to K. Kessler's End Users. BellSouth will reestablish service for K. Kessler upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. K. Kessler is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after K. Kessler's service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, K. Kessler's service will be disconnected.

1.8   Deposit Policy. K. Kessler shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by K. Kessler. Any such security deposit shall in no way release K. Kessler from its obligation to make complete and timely payments of its bill. K. Kessler shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in K. Kessler's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event K. Kessler fails to remit to BellSouth any deposit requested pursuant to this Section, service to K. Kessler may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to K. Kessler's account(s). In the event K. Kessler defaults on its account, service to K. Kessler will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to K. Kessler's account.

1.9   Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from K. Kessler, shall be forwarded to the individual and/or address provided by K. Kessler in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by K. Kessler as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from K. Kessler to BellSouth's billing organization, the notice of discontinuance of services purchased by K. Kessler under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2.   BILLING DISPUTES

2.1   Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. K. Kessler shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute

resolution in accordance with the General Terms and Conditions of this Agreement.

2.2   For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.2.1.1   If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale, Section A2 of the General Subscriber Services Tariff and for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

Attachment 4

Performance Measurements

Version R1Q03: 05/15/03

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at https://pmap.bellsouth.com. The following Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

Version R1Q03: 05/15/03

BELLSOUTH®

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

Measurement Descriptions
Version 1.00

Issue Date: December 1, 2002

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)[1] and their Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), the Florida Public Service Commission Order (Docket 000121-TP), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Tennessee Regulatory Authority.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: http://pmap.bellsouth.com in the Documentation/Exhibits folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (http://pmap.bellsouth.com) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

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1. *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority has access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.

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Section 7: Database Update Information

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Appendix C: BellSouth Audit Policy   **C-1**

Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/ Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

Syntactically incorrect queries.

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The date/time stamp shall begin when BST receives a query at the BellSouth Gateway and shall end when the query is transmitted from the BST Gateway (applies to both TAG and LENS). For BellSouth, the response interval starts when the client application (RNS or ROS) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c ÷ d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Interface Type
- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope	• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Parity + 2 seconds

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x	x
CRIS	TAG-CSR	CSR	x	x	x	x	x
P/SIMS	PSIM/ORB	Feature/Service	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Parity + 2 Seconds

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
Atlas	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
CRSECSRL		LENS
TAG-CSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB, COFFI		LENS, TAG

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculation for this measure. Full outages are defined as occurrences of either of the following:

• Application/Interface application is down or totally inoperative.
• Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a ÷ b) X 100

• a = Functional Availability
• b = Scheduled Availability

Report Structure

• Interface Type
• Not CLEC Specific
• Not product/service specific
• Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime	Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x
DOE	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
RNS	BellSouth	x
ROS	BellSouth	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x

OSS Interface	Applicable to	% Availability
TAG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	x
SOG	CLEC	x
DOM	CLEC	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS-3: Interface Availability (Maintenance & Repair)

Definition

This measures the percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BellSouth interface systems and for the legacy systems accessed by them are captured.

Scheduled availability is posted on the ICS Operations internet site: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

None

Business Rules

This measure is designed to compare the OSS availability versus scheduled availability of BellSouth's legacy systems.

Note: Only full outages are used in the calculation of Application Availability. A full outage is incurred when any of the following circumstances exists:

- The application or system is down.
- The application or system is inaccessible, for any reason, by the customers who normally access the application or system.
- More than one work center cannot access the application or system for any reason.
- When only one work center accesses an application or system and 40% or more of the clients in that work center cannot access the application.
- When 40% of the functions the clients normally perform or 40% of the functionality that is normally provided by an application or system is unavailable.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

OSS Interface Availability (a ÷ b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA	• Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
BellSouth TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c ÷ d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

    where, "X" is ≤ 4, $> 4 \leq 10$, ≤ 10, > 10, or > 30 seconds.

Average Interval = (e ÷ f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Average Interval

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count					
		$\leq$ 4	> 4 $\leq$ 10	$\leq$ 10	> 10	> 30	Avg. Int.
CRIS	x	x	x	x	x	x	x
DLETH	x	x	x	x	x	x	x
DLR	x	x	x	x	x	x	x
LMOS	x	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x	x
LNP	x	x	x	x	x	x	x
MARCH	x	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x	x
Predictor	x	x	x	x	x	x	x
SOCS	x	x	x	x	x	x	x
NIW	x	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• Average Interval

OSS-4: Response Interval (Maintenance & Repair)

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekends are excluded from the interval calculation.
- Canceled Inquiries

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG)

This measurement combines three intervals:

1. From receipt of a valid Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
    $0 - \leq 1$ day
    $>1 - \leq 2$ days
    $>2 - \leq 3$ days

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0 - ≤ 3 days
>3 – ≤ 6 days
>6 – ≤ 10 days
> 10 days
• Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of Inquiries • SI Intervals • State and Region	

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark • 95% ≤ 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark • 95% ≤ 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time the LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
   $0 - \leq 1$ minute
   $>1 - \leq 5$ minutes
   $0 - \leq 5$ minutes
   $> 5 - \leq 8$ minutes
   $> 8 - \leq 15$ minutes
   > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract • Response Interval • Regional Scope	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loop	Benchmark • 95% ≤ 1 Minute

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	• 95% ≤ 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time a Message/LSR is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

Exclusions

None

Business Rules

The process includes EDI & TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented.

Calculation

Response Interval = (a - b)

• a = Date and Time Acknowledgement Notices returned to CLEC
• b = Date and Time Messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c ÷ d)

• c = Sum of all Response Intervals
• d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

• CLEC Aggregate
• CLEC Specific
• Geographic Scope
  - Region
• Electronically Submitted LSRs
  $0 - \leq10$ minutes
  $> 10 - \leq20$ minutes
  $> 20 - \leq30$ minutes
  $0 - \leq 30$ minutes
  $> 30 - \leq45$ minutes
  $> 45 - \leq60$ minutes
  $> 60 - \leq120$ minutes
  > 120 minutes
• Average interval for electronically submitted LSRs in minutes

O-1: Acknowledgement Message Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record of Functional Acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• EDI	• EDI – 95% ≤ 30 Minutes
• TAG	• TAG – 95% ≤ 30 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI	• EDI – 95% ≤ 30 Minutes
• TAG	• TAG – 95% ≤ 30 Minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of Messages/LSRs received via EDI or TAG, which are acknowledged electronically.

Exclusions

Manually submitted LSRs

Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a ÷ b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for Messages/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted Messages/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region

Note: Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record of functional acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

O-2: Acknowledgement Message Completeness

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)

8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Indentions and Captions)

* See "LSR Flow-Through Matrix" on page 15. for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a \div [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a \div [b-(c+d+e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
• Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification
  - CLEC Caused System Fallout
• Total Number of Errors by Error Code
• Total Fallout for Manual Processing
	• Report Month
	• Total Number of Errors by Type
	  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-3: Percent Flow-Through Service Requests (Summary)

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*

2. Special pricing plans

3. Some Partial migrations

4. New telephone number not yet posted to BOCRIS

5. Pending order review required

6. CSR inaccuracies such as invalid or missing CSR data in CRIS

7. Expedites (requested by the CLEC)

8. Denials-restore and conversion, or disconnect and conversion orders

9. Class of service invalid in certain states with some types of service

10. Low volume such as activity type "T" (move)

11. More than 25 business lines, or more than 15 loops

12. Transfer of calls option for the CLEC end users

13. Directory Listings (Indentions and Captions)

* See "LSR Flow-Through Matrix" on page 15. for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a ÷ [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a ÷ [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Total Number of Lsrs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
• Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification
  - CLEC Errors
• Total Number of Errors by Error Code
• Total Fallout for Manual Processing
	• Report Month
	• Total Number of Errors by Type
	  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%

SQM Level of Disaggregation	SQM Analog/Benchmark[a]
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

• Error Type (by error code)
• Count of each error type
• Percent of each error type
• Cumulative percent
• Error Description
• CLEC Caused Count of each error code
• Percent of aggregate by CLEC caused count
• Percent of CLEC caused count
• BellSouth Caused Count of each error code
• Percent of aggregate by BellSouth caused count
• Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Total Number of Lsrs Received
• Total Number of Errors by Type (by Error Code)
  - CLEC caused error
	• Report Month
	• Total Number of Errors by Type (by Error Code)
	  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for Each LSR by CC, PON and Ver	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow Through Matrix

	Product Type	Reqtype	ACT Type	F/T[3]	Complex Service	Complex Order	Planned Fallout For Manual Handling[1]	EDI	TAG[2]	LENS[4]
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y

	Product Type	Reqtype	ACT Type	F/T[3]	Complex Service	Complex Order	Planned Fallout For Manual Handling[1]	EDI	TAG[2]	LENS[4]
ESSX	C	P	C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	Y
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y

LSR Flow Through Matrix

	Product Type	Reqtype	ACT Type	F/T[3]	Complex Service	Complex Order	Planned Fallout For Manual Handling[1]	EDI	TAG[2]	LENS[4]
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V,	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note[1]: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note[2]: The TAG column includes those LSRs submitted via Robo TAG.

Note[3]: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. government, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listing indentions and captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note[4]: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note[5]: EELs are manually ordered.

Note[6]: LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

Note: The Flow Through Matrix is continually being updated and expanded with additional information about the listed products and services. BellSouth will not change any "Yes" designation to "No" without commission approval. The most current pre-approved matrix will be posted to the PMAP web site (www.pmap.bellsouth.com).

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules

Fully Mechanized: An LSR/Service Request is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, LENS, TAG, LESOG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG or LAUTO because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Percent Rejected Service Requests = (a ÷ b) X 100

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Trunks
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Product Specific percent Rejected
- Total percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop $\geq$ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

> Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
> From 7:00 PM Saturday until 7:00 AM Monday
>
> Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
> From 6:00 PM Friday until 8:00 AM Monday.
>
> Local Interconnection Service Center (LISC) - Monday through Friday 4:30 P.M. until 8:00 A M.
> From 4:30 P.M.Friday until 8:00 A.M. Monday
>
> The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.
>
> The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.
>
> In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR (date and time stamps in EDI or TAG) until that LSR is rejected back to the CLEC. Elapsed time for each LSR (date and time stamps in EDI or TAG) is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until the LSR is rejected (date and time stamp or reject in EDI translator, or TAG). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via EDI translator, or TAG.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e ÷ f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  - $0 - \leq 4$ minutes
  - $> 4 - \leq 8$ minutes
  - $> 8 - \leq 12$ minutes
  - $> 12 - \leq 60$ minutes
  - $0 - \leq 1$ hour
  - $> 1 - \leq 4$ hours
  - $> 4 - \leq 8$ hours
  - $> 8 - \leq 12$ hours
  - $> 12 - \leq 16$ hours
  - $> 16 - \leq 20$ hours
  - $> 20 - \leq 24$ hours
  - > 24 hours
- Partially Mechanized:
  - $0 - \leq 1$ hour
  - $> 1 - \leq 4$ hours
  - $> 4 - \leq 8$ hours
  - $> 8 - \leq 10$ hours
  - $0 - \leq 10$ hours
  - $> 10 - \leq 18$ hours
  - $0 - \leq 18$ hours
  - $> 18 - \leq 24$ hours
  - > 24 hours
- Non-mechanized:
  - $0 - \leq 1$ hour
  - $> 1 - \leq 4$ hours
  - $> 4 - \leq 8$ hours
  - $> 8 - \leq 12$ hours
  - $> 12 - \leq 16$ hours
  - $> 16 - \leq 20$ hours
  - $> 20 - \leq 24$ hours
  - $0 - \leq 24$ hours
  - > 24 hours
- Trunks:
  - $0 - \leq 36$ hours
  - > 36 hours
- Average Interval is reported in business hours.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

• Resale – Residence
• Resale – Business
• Resale – Design (Special)
• Resale PBX
• Resale Centrex
• Resale ISDN
• LNP Standalone
• INP Standalone
• 2W Analog Loop Design
• 2W Analog Loop Non-Design
• 2W Analog Loop with INP Design
• 2W Analog Loop with INP Non-Design
• 2W Analog Loop with LNP Design
• 2W Analog Loop with LNP Non-Design
• UNE Digital Loop < DS1
• UNE Digital Loop $\geq$ DS1
• UNE Loop + Port Combinations
• UNE Combination Other
• UNE ISDN Loop
• UNE Other Design
• UNE Other Non-Design
• UNE Line Splitting
• EELs
• Switch Ports
• UNE xDSL (ADSL, HDSL, UCL)
• Line Sharing
• Local Interoffice Transport
	• Fully Mechanized:
	  - 97% $\leq$ 1Hour
	• Partially Mechanized:
	  - 95% $\leq$ 10 Hours
	• Non-Mechanized: - 95% $\leq$ 24 Hours

• Local Interconnection Trunks	• Trunks: 95% $\leq$ 36 Hours

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% $\leq$ 1 hour

SEEM Disaggregation	SEEM Analog/Benchmark
• Partially Mechanized	• 95% $\leq$ 10 hours
• Non-Mechanized	• 95% $\leq$ 24 hours
• Local Interconnection Trunks	• 95% $\leq$ 36 hours

O-8: Reject Interval

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation. The interval will include an electronic facilities check.

Exclusions

- Service Requests canceled by CLEC prior to being confirmed.
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

    Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
    From 7:00 PM Saturday until 7:00 AM Monday

    Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
    From 6:00 PM Friday until 8:00 AM Monday.

    Local Interconnection Service Center (LISC) - From 4:30 P.M. Friday until 8:00 A.M. Monday (ASRs received after 2:00PM will be counted as if received at 8:00AM the next business day.)

    The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

    The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

    In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI translator or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI translator, or TAG.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). The elapsed time is measured from receipt of a valid ASR (date and time stamp of a FAX or paper ASR received in the LISC) until the appropriate orders are issued by a BellSouth representative and a FOC issued in EXACT. Trunk data is reported as a separate category.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date and Time of Firm Order Confirmation
- b = Date and Time of Service Request Receipt

Average FOC Interval = (c ÷ d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution = (e ÷ f) X 100

- e = Service Requests Confirmed in Designated Interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  0 - $\leq$ 15 minutes
  > 15 - $\leq$ 30 minutes
  > 30 - $\leq$ 45 minutes
  > 45 - $\leq$ 60 minutes
  > 60 - $\leq$ 90 minutes
  > 90 - $\leq$ 120 minutes
  > 120 - $\leq$ 180 minutes
  0 - $\leq$ 3 hours
  > 3 - $\leq$ 6 hours
  > 6 - $\leq$ 12 hours
  > 12 - $\leq$ 24 hours
  > 24 - $\leq$ 48 hours
  > 48 hours
- Partially Mechanized:
  0 - $\leq$ 4 hours
  > 4 - $\leq$ 8 hours
  > 8 - $\leq$ 10 hours
  0 - $\leq$ 10 hours
  > 10 - $\leq$ 18 hours
  0 - $\leq$ 18 hours
  > 18 - $\leq$ 24 hours
  > 24 - $\leq$ 48 hours
  > 48 hours
- Non-mechanized:
  0 - $\leq$ 4 hours
  > 4 - $\leq$ 8 hours
  > 8 - $\leq$ 12 hours
  > 12 - $\leq$ 16 hours
  0 - $\leq$ 24 hours
  > 16 - $\leq$ 20 hours
  > 20 - $\leq$ 24 hours
  > 24 - $\leq$ 36 hours
  0 - $\leq$ 36 hours
  > 36 - $\leq$ 48 hours
  > 48 hours
- Trunks:
  0 - $\leq$ 48 hours
  > 48 hours
- Average Interval is reported in business hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • Interval for FOC • Total number of LSRs • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport	• Fully Mechanized: - 95% ≤3 Hours • Partially Mechanized: - 95% ≤ 10 Hours • Non-Mechanized: - 95% ≤ 24 Hours
• Local Interconnection Trunks	• Trunks: 95% ≤ 48 Hours

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% ≤ 3 Hours
• Partially Mechanized	• 95% ≤ 10 Hours
• Non-Mechanized	• 95% ≤ 24 Hours
• Local Interconnection Trunks	• 95% ≤ 48 Hours

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual[1]

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests

Business Rules

This measurement combines four intervals:

1. From receipt of a valid Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of a valid SI/LSR in the LCSC to Firm Order Confirmation.

   (A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c ÷ d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e ÷ f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  $0 - \leq 3$ days
  $> 3 - \leq 5$ days
  $0 - \leq 5$ days
  $> 5 - \leq 7$ days
  $> 7 - \leq 10$ days
  $> 10 - \leq 15$ days
  >15 days
- Average Interval measured in days

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1. See O-9 for FOC Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of Requests • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport	• 95% Returned ≤ 5 Business Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

• Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified.

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs.

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs which fall out for manual handling by the LCSC personnel.

Non-Mechanized: The number of FOCs or Rejects sent to the CLECs by FAX server.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

For CLEC Results:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Firm Order Confirmation / Reject Response Completeness = (a ÷ b) X 100

• a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
• b = Total Number of Service Requests Received in the Report Period

Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

• State and Region
• CLEC Specific
• CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report month • Total number of LSRs • Total number of rejects • Total number of ASRs (Trunks) • Total number of FOCs	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence • Resale Business • Resale Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop with INP Design • 2W Analog Loop with INP Non-Design • 2W Analog Loop with LNP Design • 2W Analog Loop with LNP Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop ≥ DS1 • UNE Loop + Port Combinations • UNE Combination Other • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • UNE Line Splitting • EELs • Switch Ports • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • Local Interoffice Transport • Local Interconnection Trunks	• 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized • Partially Mechanized • Non-Mechanized • Local Interconnection Trunks	• 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a ÷ b)

• a = Total seconds in queue
• b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

• CLEC – Local Carrier Service Center
• BellSouth
  - Business Service Center
  - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data under development

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized Tracking Through LCSC Automatic Call Distributor	• Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

Aggregate
• CLEC – Local Carrier Service Center
• BellSouth
  - Business Service Center
  - Residence Service Center
	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark

• CLEC Local Carrier Service Center
• BellSouth
  - Business Service Center
  - Residence Service Center
	• Parity With Retail

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order and identifying all orders that have been reported as completed in SOCS after the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a ÷ b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = (c ÷ d) X 100

- c = # of Orders Held for $\geq$ 15 days or # of Orders Held for $\geq$ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, $\geq$ 10 (except trunks)
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c ÷ d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e ÷ f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3
• Average Jeopardy Notice Interval (Electronic only)	• 95% >= 48 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

P-3: Percent Missed Initial Installation Appointments

(This metric was not ordered by FPSC)

Definition

"Percent missed initial installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses

Business Rules

Percent Missed Initial Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be excluded and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = (a ÷ b) X 100

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch

• UNE xDSL (HDSL, ADSL and UCL)
  - Without Conditioning
  - With Conditioning
	• ADSL Provided to Retail
	  - Without Conditioning
	  - With Conditioning (BellSouth does not offer this service to Retail)

• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

Definition

"Percent missed installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.) Test order types may be C, N, R, or T.
- Disconnect (D) & From (F) orders
- End User Misses

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be excluded and reported separately. The "due date" is the commitment time (if applicable) on the confirmed due date.

Calculation

Percent Missed Installation Appointments = (a ÷ b) X 100

- a = Number of Appointments in Reporting Period past the Original (Date/Time as applicable) Committed and Subsequent Committed Due Date
- b = Number of Appointments on Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits $\geq$ 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch

• UNE xDSL (HDSL, ADSL and UCL)
  - Without Conditioning
  - With Conditioning
	• ADSL Provided to Retail
	  - Without Conditioning
	  - With Conditioning (BellSouth does not offer this service to Retail)

• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch

• UNE xDSL (HDSL, ADSL and UCL)
  - Without Conditioning
  - With Conditioning
	• ADSL Provided to Retail
	  - Without Conditioning
	  - With Conditioning (BellSouth does not offer this service to Retail)

• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

P-3A: Percent Missed Installation Appointments Including Subsequent Appointments

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

(This metric not ordered by the FPSC)

Definition

The "average completion interval" measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The "Order Completion Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- End user-caused misses

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15- < 20, 20-25 = 20-< 25, 25-30 = 25-< 30, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = FOC/SOCS date time-stamp (application date)

Average Completion Interval = (c ÷ d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Orders Completed in "X" days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,3,4,5,5+
- UNE and Design reported in day intervals =0-5,5-10,10-15,15-20,20-25,25-30,≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch

• UNE xDSL (HDSL, ADSL and UCL)
  - Without Conditioning
  - With Conditioning
	
	- ≤ 5 Days
	- ≤ 12 Days

• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

Definition

The "Order Completion And Completion Notice Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers and notice of completion to the CLEC on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- Disconnect (D&F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- End user-caused misses

Business Rules

The interval is determined for each order processed during the reporting period. The completion interval for AOCCNI is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth's return of the completion notice (CN) to the CLEC. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15- < 20, 20-25 = 20-< 25, 25-30 = 25-< 30, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Date and Time Completion Notice is sent
- b = FOC/SOCS date time-stamp (application date)

Average Completion Interval = (c ÷ d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Orders Completed in "X" days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,2,3,4,5,5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design
- Mechanized/Non-Mechanized (Non-Mechanized is not applicable to BellSouth)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch

• UNE xDSL (HDSL, ADSL and UCL)
  - Without Conditioning
  - With Conditioning
	
	  - ≤ 5 Days
	  - ≤ 12 Days

• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch Based	• Retail Residence and Business - Dispatch In - Switch Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL) - Without Conditioning - With Conditioning	 - ≤ 5 Days - ≤ 12 Days
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Disaggregation	SEEM Analog/Benchmark
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

P-4A: Average Order Completion and Completion Notice Interval (AOCCNI) Distribution

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D&F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end time will be date and timestamp of order update from the FAX record via LON or C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c ÷ d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Reporting intervals in Hours; 0,1-2,2-4,4-8,8-12,12-24, ≥ 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 =1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line / circuits; ≥ 10 line/circuits (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≤ DS1

• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
	• Retail Residence and Business
	  - Dispatch In
	  - Switch Based

• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• UNE Line Splitting	• ADSL to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

- Cancelled Orders
- Expedited Orders
- "0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = $(a \div b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of Original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Committed Due Date (DD) • FOC End Timestamp • Report Month • CLEC Order Number and PON • Geographic Scope - State / Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

• Resale Residence
• Resale Business
• Resale Design
• Resale PBX
• Resale Centrex
• Resale ISDN
• LNP (Standalone)
• INP (Standalone)
• 2W Analog Loop Design
• 2W Analog Loop Non-Design
• 2W Analog Loop Design With LNP
• 2W Analog Loop Non-Design With LNP
• 2W Analog Loop Design With INP
• 2W Analog Loop Non-Design With INP
• UNE Digital Loop < DS1
• UNE Digital Loop ≥DS1
• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
• UNE Switch ports
• UNE Combo Other
• UNE xDSL (HDSL, ADSL and UCL)
• UNE ISDN (Includes UDC)
• UNE Line Sharing
• UNE Line Splitting
• Local Transport (Unbundled Interoffice Transport)
• Local Interconnection Trunks
• EELS
	• <= 5%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and LNP, and where the CLEC has requested BellSouth to provide a coordinated cutover.

Exclusions
• Any order canceled by the CLEC will be excluded from this measurement.
• Delays due to CLEC following disconnection of the unbundled loop
• Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

Business Rules

Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. When the service order includes INP, the interval includes the total time for the cutover including the translation time to place the link back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

• a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
• b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c ÷ d) X 100

• c = Total number of Coordinated Customer Conversions for each interval
• d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

• CLEC Specific
• CLEC Aggregate
• The interval breakout is   0-5 = 0-$\leq$5, 5-15 = >5-$\leq$15, $\geq$15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability Start and Completion Times (INP orders) • Total Conversions (Items) **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Unbundled Loops with INP • Unbundled Loops with LNP	• 95% $\leq$ 15 minutes • 95% $\leq$ 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Unbundled Loops With INP • Unbundled Loops With LNP	• 95% $\leq$ 15 minutes • 95% $\leq$ 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % Within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop.

Business Rules

This report measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cutover start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval. $\leq$ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, $\leq$30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time. If IDLC is involved, a four hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

A Hot Cut is considered complete when one of the following occurs:

1. BellSouth performs the hot cut, notifies the CLEC by telephone.
2. BellSouth performs the hot cut and attempts to notify the CLEC by telephone, but receives no answer and leaves a phone message.

Calculation

% within Interval = (a ÷ b) X 100

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = (c - d)

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = (e ÷ f)

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate
  Reported in intervals of early, on time and late cuts %$\leq$ 15 minutes; % >15 minutes, $\leq$30 minutes; % >30 minutes, plus Overall Average Interval

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Scheduled Start Time • Cutover Actual Start Time • Total Conversions Orders **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

• Product Reporting Level
  - SL1 Time Specific
  - SL1 Non-Time Specific
  - SL2 Time Specific
  - SL2 Non-Time Specific
	• 95% Within + or – 15 Minutes of Scheduled Start Time

- SL1 IDLC - SL2 IDLC	• 95% Within 4-hour Window

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
- SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific	• 95% Within + or – 15 Minutes of Scheduled Start Time
- SL1 IDLC - SL2 IDLC	• 95% Within 4-hour Window

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % Within Interval and Average Interval

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cutovers where service outages are due to CLEC caused reasons when the CLEC agrees
- Cutovers where service outages are due to end-user caused reasons when the CLEC agrees

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c ÷ d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
- Report Month - CLEC Company Name - CLEC Order Number (so_nbr) - Committed Due Date (DD) - Service Type (CLASS_SVC_DESC) - CLEC Acceptance Conflict (CLEC_CONFLICT) - CLEC Conflict Resolved (CLEC_CON_RES) - CLEC Conflict MFC (CLEC_CONFLICT_MFC) - Total Conversion Orders **Note:** Code in parentheses is the corresponding header found in the raw data file.	- None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
- Unbundled Loops with INP - Unbundled Loops with LNP	- Diagnostic (To Be Established at The 6 Month Review Period)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

The Percent Provisioning Troubles received within 7 days of a completed service order associated with a Hot Cut Conversion (CCC) measures the quality and accuracy of Coordinated Customer Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-coordinated Customer Conversions.   The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated Customer Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion $= (a \div b) \times 100$

- a = The sum of all CCC Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of CCC service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Total Conversion Circuits **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Loop Design • UNE Loop Non-Design	• $\leq 5\%$ (To be reviewed after six month period)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loop Design • UNE Loop Non-Design	• ≤ 5% (To be reviewed after six month period)

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested

Definition

A loop will be considered successfully cooperatively tested when both the CLEC and ILEC representatives agree that the loop has passed the cooperative testing.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short. CLEC caused failures will be captured in the raw data files.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested = (a ÷ b) X 100

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name (OCN) • CLEC Order Number (so_nbr) and PON (PON) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Acceptance Testing Completed (ACCEPT_TESTING) • Acceptance Testing Declined (ACCEPT_TESTING) • Total xDSL Orders • Missed Appointments Code (SO_MISSED_CMMT_CD) **Note**: Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

• UNE xDSL
  - ADSL
  - HDSL
  - UCL
  - OTHER
	• 95% of Lines Successfully Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark

• UNE xDSL
  - ADSL
  - HDSL
  - UCL
  - Other
	• 95% of Lines Successfully Tested

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested

P-9: % Provisioning Troubles within 30 days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = (a ÷ b) X 100

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch /Non-Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS - Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Loop + Port Combinations - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL to Retail
• EELs	• Retail DS1/DS3

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS - Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN (Includes UDC)	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• UNE Line Splitting	• ADSL Provided to Retail
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• EELs	• Retail DS1/DS3

P-10: Total Service Order Cycle Time (TSOCT)

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch /Non-Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-<5, 5-10 = 5-<10, 10-15 = 10-<15, 15-20 = 15-<20, 20-25 = 20-<25, 25-30 = 25-<30, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file	• Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

• Resale Residence
• Resale Business
• Resale Design
• Resale PBX
• Resale Centrex
• Resale ISDN
• LNP (Standalone)
• INP (Standalone)
• 2W Analog Loop Design
• 2W Analog Loop Non-Design
• 2W Analog Loop With LNP Design
• 2W Analog Loop With LNP Non-Design
• 2W Analog Loop With INP Design
• 2W Analog Loop With INP Non-Design
• UNE Switch Ports
• UNE Loop + Port Combinations
  - Dispatch In
  - Switch Based
• UNE Combo Other
• UNE xDSL (HDSL, ADSL and UCL)
• UNE ISDN (Includes UDC)
• UNE Line Sharing
• UNE Other Design
• UNE Other Non -Design
• UNE Digital Loops < DS1
• UNE Digital Loops ≥ DS1
• Local Transport (Unbundled Interoffice Transport)
• Local Interconnection Trunks
• UNE Line Splitting
• EELs
	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-11: Service Order Accuracy

Definition

The "service order accuracy" measurement measures the accuracy and completeness of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

• Cancelled Service Orders
• Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
• D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Service Order Accuracy Sampling Process: A list of all orders completed in the report month is generated. The orders are then listed by the disaggregations specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from the previous month are entered into a "Stratified Random Sampling for Proportions" formula. This formula determines the number of orders that are to be reviewed for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are pulled for review.

Calculation

Percent Service Order Accuracy = (a ÷ b) X 100

• a = Orders Completed without Error
• b = Orders Completed in Reporting Period

Report Structure

• CLEC Aggregate
• Reported in categories of <10 line/circuits; > = 10 line/circuits
• Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity	• No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark:
• Resale Residence • Resale Business • Resale Design (Specials) • UNE Specials (Design) • UNE (Non-Design) • Local Interconnection Trunks	• 95% Accurate

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale	• 95%
• UNE	• 95%
• UNE-P	• 95%

P-12: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

Business Rules

The Disconnect Timeliness interval is determined for each number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each number on the service order is disconnected in the Central Office switch. Elapsed time for each ported number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date & time

Average Disconnect Timeliness Interval = (c ÷ d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Disconnect Timeliness Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State, Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Order Number • Telephone Number / Circuit Number • Committed Due Date • Receipt Date / Time (ESI Number Manager) • Date/Time of Recent Change Notice	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark
• LNP	• 95% ≤ 15 Minutes

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = (a ÷ b) X 100

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
- Report Month - CLEC Company Name - Submission Date & Time (TICKET_ID) - Completion Date (CMPLTN_DT) - Service Type (CLASS_SVC_DESC) - Disposition and Cause (CAUSE_CD & CAUSE_DESC) - Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	- Report Month - BellSouth Company Code - Submission Date & Time - Completion Date - Service Type - Disposition and Cause (Non-Design /Non-Special Only) - Trouble Code (Design and Trunking Services) - Geographic Scope

M&R-1: Missed Repair Appointments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Digital Loop $\geq$ DS1	• Retail Digital Loop $\geq$ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-1: Missed Repair Appointments

M&R-2: Customer Trouble Report Rate

Definition

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = (a ÷ b) X 100

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch

M&R-2: Customer Trouble Report Rate

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-2: Customer Trouble Report Rate

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

For Average Duration the clock starts on the date and time of the receipt of the correct report information, i.e. correct telephone number, correct circuit identification, trouble description, etc. for the repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

Average Maintenance Duration = (c ÷ d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience:	Relating to BellSouth Performance:
- Report month - Total Tickets (LINE_NBR) - CLEC Company Name - Ticket Submission Date & Time (TICKET_ID) - Ticket Completion Date (CMPLTN_DT) - Service Type (CLASS_SVC_DESC) - Disposition and Cause (CAUSE_CD & CAUSE_DESC) - Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	- Report month - Total Tickets - BellSouth Company Code - Ticket Submission Date - Ticket Submission Time - Ticket Completion Date - Ticket Completion Time - Total Duration Time - Service Type - Disposition and Cause (Non-Design /Non-Special Only) - Trouble Code (Design and Trunking Services) - Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
- Resale Residence	- Retail Residence
- Resale Business	- Retail business

M&R-3: Maintenance Average Duration

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)

M&R-3: Maintenance Average Duration

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report

Calculation

Percent Repeat Troubles within 30 Days = (a ÷ b) X 100

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-4: Percent Repeat Troubles within 30 Days

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = (a ÷ b) X 100

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non-Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of switch-based feature troubles)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN – BRI

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Line Sharing	• ADSL provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

M&R-5: Out of Service (OOS) > 24 Hours

M&R-6: Average Answer Time – Repair Centers

Definition

This report measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c ÷ d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Average Answer Time	• BellSouth Average Answer Time

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

BellSouth will inform the CLEC of any Network outages (key customer accounts)

Exclusions

None

Business Rules

The time it takes for BellSouth to notify the CLEC and appropriate BellSouth personnel of a customer impacting network incident in equipment that may be utilized by the CLEC. When BellSouth becomes aware of a network incident, the CLEC and appropriate BellSouth personnel will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. The CLECs will be notified the same way and at the same time as BellSouth personnel. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and time BellSouth detected network incident

Mean Time to Notify CLEC = (c ÷ d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification	• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• BellSouth Aggregate • CLEC Aggregate • CLEC Specific	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes. The CLEC-specific raw data file (which is available on the PMAP web site) will contain the number of bills and adjustments for the reporting month. The number of bills and bill adjustments will be displayed by OCN and/or ACNA.

Calculation

Invoice Accuracy = [(a - b) ÷ a] X 100

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Measure of Adjustments =[(c-d)/ c] x 100

- c = Number of Bills in current month
- d= Number of Billing-related Adjustments in current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region
  - State

B-1: Invoice Accuracy

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Invoice Type
  - UNE
  - Resale
  - Interconnection
• Total Billed Revenue
• Billing Related Adjustments
• Number of Bills
• Number of Adjustments
	• Report Month
	• Retail Type
	  - CRIS
	  - CABS
	• Total Billed Revenue
	• Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark

• Product/Invoice Type
  - Resale
  - UNE
  - Interconnection
	• Parity with BellSouth Retail Aggregate

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale • UNE • Interconnection	• Parity with Retail

B-2: Mean Time to Deliver Invoices

Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Exclusions

None

Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c ÷ d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Invoice Type
  - UNE
  - Resale
  - Interconnection
  - State
• Invoice Transmission Count
• Date of Scheduled Bill Close
	• Report Month
	• Invoice Type
	  - CRIS
	  - CABS
	• Invoice Transmission Count
	• Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type • Resale • UNE • Interconnection • State	• CRIS-based invoices will be released for delivery within six (6) business days. • CABS-based invoices will be released for delivery within eight (8) calendar days. • CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State - CRIS - CABS • BST-State	• Parity with Retail

B-3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy (Packs) $= (a - b) \div a \times 100$ **(This calculation not ordered by the FPSC)**

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Usage Data Delivery Accuracy (Records) $= (c - d) \div c \times 100$

- c = Total number of usage records sent during current month
- d = Total number of usage records requiring retransmission during current month

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded
• Number of Records
• Packs
	• Report Month
	• Record Type
	• Number of Records
	• Packs

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Parity With Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State (In Tennessee, SEEM is based on records.) • BellSouth Region	• Parity with Retail

B-4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = (a ÷ b) X 100

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded
	• Report Month
	• Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Parity With Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC

Calculation

Usage Data Delivery Timeliness Current month = (a ÷ b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded
	• Report Month
	• Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measure is to calculate the average number of days it takes BellSouth to deliver usage data to the appropriate CLEC. The calculation reflects the differences between the date the data is transmitted or mailed to the CLEC and the date the data is generated by Customer divided by the total record volume delivery.

Each delivery record is calculated as the time, in days, between when the customer generates the call and when BellSouth delivers the usage data to the CLEC. Each delivery record is categorized by the resulting number of days.

An estimated interval is calculated for each category by taking the total number of usage data records delivered for that period and multiplying it by the total number of days in that period. The mean (average) time to deliver the usage data is calculated by summing all estimated intervals and dividing by the total number of records delivered.

 Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Delivery Interval Record = (a - b)

- a = Date BellSouth delivers the usage data
- b = Date usage data is generated by the customer

Estimated Interval = (c X d)

- c = Number of records delivered in each category
- d = Number of days to deliver for the category

Mean Time to Deliver Usage = (e ÷ f)

- e = Sum of all estimated intervals
- f = Total number of records delivered

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Month • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Parity With Retail

SEEM Measure

	SEEM Measure	
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = (a ÷ b) X 100

- a = Count of fractional recurring charges that are on the correct bill[1]
- b = Total count of fractional recurring charges that are on the correct bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • Invoice Type • Total Recurring Charges Billed • Total Billed On Time	• Report month • Retail Analog • Total recurring charges billed • Total Billed On Time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = (a ÷ b) X 100

- a = Count of non-recurring charges that are on the correct bill[1]
- b = Total count of non-recurring charges that are on the correct bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • Invoice type • Total non-recurring charges billed • Total billed on time	• Report month • Retail Analog • Total non-recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-9: Percent Daily Usage Feed Errors Corrected in X Business Days

Definition

Measures the timely correction of Daily Usage Feed (DUF) errors in record information and Pack formats measured separately. Errors included (1) Pack Failure errors and (2) EMI content errors in records.

Exclusions

- Usage that cannot be corrected and resent or usage that the CLEC doesn't want Retransmitted.
- CLEC Problem/Issue/File Retransmission forms disputed by BellSouth SMEs that do not result in an EMI error.
- CLEC notification received by BellSouth > 10 business days from transmission date of errored messages or packs.

Business Rules

This measure will provide the % of errors corrected in X Business days.

Pack Failure errors are defined as a DUF header/trailer error containing one or more of the following conditions: Grand total records not equal to records in pack or sequence/invoice numbers for a from RAO is not sequential

EMI content errors are defined as those records with errors contained in the EMI detail records that cause a message to be unbillable by the CLEC

Only notification received via the CLEC Problem/Issue/File Retransmission form will be included in this measure. To locate the form, go to the PMAP web site (http://www.pmap.bellsouth.com/) and click the Documentation Downloads link, then select the "CLEC Problem/Issue/File Retransmission form."

When circumstances arise for multiple content errors it is not necessary for the form to be filled out in its entirety, the CLECs agree to provide sufficient information for content error research so that a thorough investigation and resolution can be completed.

For each type error condition, a new CLEC Problem/Issue/File Retransmission form should be submitted.

EMI content errors should be attached in a separate file from the CLEC Problem/Issue/File Retransmission form

Elapsed time is measured in business days.

The clock starts when BellSouth receives CLEC's Problem/Issue/File Retransmission form.

The clock stops when BellSouth provides the corrected usage to the CLEC using the predesignated DUF delivery method.

This measure applies only to CLECs that are ODUF and ADUF participants

Calculation

Timeliness of Daily Usage EMI Content Errors Corrected = (a ÷ b) X 100

- a = Total number of Daily Usage Records with EMI Content Errors Corrected in the reporting month within 10 Business Days.
- b = Total number of Daily Usage Records with EMI Content Errors corrected in reporting month.

Timeliness of Daily Usage Pack Format Errors Corrected = (c ÷ d) X 100

- c= Total number of Daily Usage Packs with Format Errors Corrected in the reporting month within 4 Business Days.
- d = Total number of Daily Usage Packs with Format Errors corrected in reporting month

Report Structure

- CLEC Specific
  - Total number of BST disputed Daily Usage Records with EMI Content Errors received in reporting month.
  - Total number of Daily Usage Records with EMI Content Errors received in reporting month.
  - Total number of BST disputed Daily Usage Packs with Format Errors received in reporting month
  - Total number of Daily Usage Packs with Format Errors received in reporting month
- CLEC Aggregate
- Geographic Scope
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report month
  - BellSouth Recorded
  - Non-BellSouth Recorded
	• None

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B-10: Percent Billing Errors Corrected in X Days

Definition

Measures timely carrier bill adjustments.

Exclusions

Billing adjustments requests that are rejected by BellSouth or disputed by BellSouth.

Adjustments that are initiated by BellSouth.

Business Rules

This measure applies to CLEC wholesale bill adjustments. IXC Access billing adjustment requests are not reflected in this measure. Elapsed time is measured in business days. Clock starts when BellSouth receives the ALECs Billing Adjustment Request (BAR) form (BAR form and instructions found at WWW.interconnection.bellsouth.com/forms/html/billing & collections.html) and the clock stops when adjustments is made to bill through ACATS or BOCRIS (generally next CLEC bill unless adjustment request after middle of the month). BellSouth will report separately those adjustment requests that are disputed by BellSouth.

Calculation

Percent Billing Errors Corrected in 45 Days = (a / b) X 100

• a = Number of BellSouth Adjustments in 45 Days
• b = Total Number of Adjustment Requests in Reporting Period

Report Structure

• CLEC Specific
• CLEC Aggregate
• Geographic Scope:
• State Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Number of BellSouth Adjustments in 45 days • Total number of Billing Adjustment Requests in Reporting Period • Number of Adjustments disputed by BellSouth (reported separately)	• None

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 6: Operator Services And Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer – Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Toll = a ÷ b

• a = Total queue time
• b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

• Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

• For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
• Month
• Call Type (Toll)
• Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-2: Speed to Answer Performance/Percent Answered with "X" Seconds – Toll

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a ÷ b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c ÷ d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

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D-1: Average Database Update Interval

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Database File Submission Time • Database File Update Completion Time • CLEC Number of Submissions • Total Number of Updates	• Database File Submission Time • Database File Update Completion Time • BellSouth Number of Submissions • Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark
Database Type • LIDB • Directory Listings • Directory Assistance	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB) Directory Assistance and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each database (e.g., LIDB, Directory Assistance and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders will be pulled each month. The sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

Percent Update Accuracy = (a ÷ b) X 100

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) and PON (PON) • Local Service Request (LSR) • Order Submission Date • Number of Orders Reviewed **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Database Type • LIDB • Directory Listings	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded and tested in new end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth's Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = (a ÷ b) X 100

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs to be scheduled and loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Company Name • Company Code • NPA/NXX • LERG Effective Date • Loaded Date	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Geographic Scope - Region	• 100% by LERG Effective Date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Timeliness = (a ÷ b) X 100

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Accuracy = (a ÷ b) X 100

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted is 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c ÷ d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which there was no valid data available for an entire study period
- Duplicate trunk group information

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation

Monthly Average Blocking:

• For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
• The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

• For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
• The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
• The result is an aggregate monthly average blocking value for each of the 24 hours by group.
• The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

• CLEC Aggregate
• BellSouth Aggregate
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group	• Report Month • Total Trunk Groups • Aggregate Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• CLEC Aggregate • BellSouth Aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC Aggregate • BellSouth Aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

TGP-2: Trunk Group Performance – CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which there was no valid data available for an entire study period
- Duplicate trunk group information

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group	• Report Month • Total Trunk Groups • Aggregate Hourly Blocking Per Trunk Group • Hourly Usage Per Trunk Group • Hourly Call Attempts Per Trunk Group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• CLEC Trunk Group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC Trunk Group • BellSouth Trunk Group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

TGP-2: Trunk Group Performance – CLEC Specific

Section 10: Collocation

C-1: Collocation Average Response Time

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c ÷ d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical-Cageless-Initial • Physical Cageless-Augment	• Virtual - 15 Calendar Days • Physical Caged - 15 Calendar Days • Physical Cageless - 15 Calendar Days

C-1: Collocation Average Response Time

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC and the CLEC accepts the arrangement.

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC. The cable assignments associated with the specific collocation request will be provided prior to completion of the arrangement.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c ÷ d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• Virtual - 60 Calendar Days • Virtual-Augment - 45 Calendar Days (Without Space Increase) • Virtual-Augment - 60 Calendar Days (With Space Increase) • Physical Caged - 90 Calendar Days (Ordinary) • Physical Caged-Augment - 45 Calendar Days (Without Space Increase) • Physical Caged-Augment - 90 Calendar Days (With Space Increase) • Physical Cageless - 90 Calendar Days • Physical Cagedless-Augment - 45 Calendar Days (Without Space Increase) • Physical Cagedless-Augment - 90 Calendar Days (With Space Increase)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date

Calculation

% of Due Dates Missed = (a ÷ b) X 100

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• State • Virtual-Initial • Virtual- Augment • Physical Caged- Initial • Physical Caged- Augment • Physical Cageless- Initial • Physical Cageless- Augment	• ≥ 95% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• All Collocation Arrangements	• ≥ 95% on time

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = (a ÷ b) X 100

- a = Total number of Change Management Notifications Sent Within Required Time frames
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 98% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 98% on time

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system vendor
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c ÷ d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• ≤ 5 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change as set forth in the Change Control Process governed by the CLEC/BellSouth Review Board.

Exclusions

- Documentation for release dates that slip less than 30 days for a change mandated by regulatory or legal entities (Federal Communications Commission [FCC], a state commission/authority, or state and federal courts) or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = (a ÷ b) X 100

- a = Change Management Documentation Sent Within Required Time frames after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 98% on Time

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 98% on Time

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c ÷ d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• ≤ 5 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-4: Change Management Documentation Average Delay Days

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth's verification that an outage has taken place. This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = (a ÷ b) X 100

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Number of Interface Outages • Number of Notifications ≤ 15 minutes	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• By interface type for all interfaces accessed by CLECs	• 97% ≤ 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State

- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

Σ   A mathematical symbol representing the sum of a series of values following the symbol.

-   A mathematical operator representing subtraction.

+   A mathematical operator representing addition.

÷   A mathematical operator representing division.

<   A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

≤   A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

>   A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>   A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

( )   Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

A

ACD: Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

Aggregate: Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

ALEC: Alternative Local Exchange Company = FL CLEC

ADSL: Asymmetrical Digital Subscriber Line

ASR: Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

ATLAS: Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

ATLASTN: ATLAS software contract for Telephone Number.

Auto Clarification: The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR: Bona Fied Request

BILLING: The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

BOCRIS: Business Office Customer Record Information System (Front-end to the CRIS database.)

BRI: Basic Rate ISDN

BRC: Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.

BellSouth : BellSouth Telecommunications, Inc.

C

CABS: Carrier Access Billing System

CCC: Coordinated Customer Conversions

CCP: Change Control Process

Centrex: A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID: A unique identifier for elements combined in a service configuration

CLEC: Competitive Local Exchange Carrier

CLP: Competitive Local Provider = NC CLEC

CM: Change Management

CMDS: Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

CRIS: Customer Record Information System - This system is used to retain customer information and render bills for telecommunications service.

CRSACCTS: CRIS software contract for CSR information

CRSG: Complex Resale Support Group

C-SOTS: CLEC Service Order Tracking System

CSR: Customer Service Record

CTTG: Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

D

DA: Directory Assistance

DESIGN: Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

DISPOSITION & CAUSE: Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

DLETH: Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

DLR: Detail Line Record - A report that gives detailed line record information on records maintained in LMOS

DS-0: The worldwide standard speed for one digital voice signal (64000 bps).

DS-1: 24 DS-0s (1.544Mb/sec., i.e. carrier systems)

DOE: Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

DSAP: DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

DSAPDDI: DSAP software contract for schedule information.

DSL: Digital Subscriber Line

DUI: Database Update Information

E

E911: Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

EDI: Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX: BellSouth Centrex Service

F G

Fatal Reject: The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC: Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

FX: Foreign Exchange

H

HAL: "Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

HALCRIS: HAL software contract for CSR information

HDSL: High Density Subscriber Loop/Line

I J K

ILEC: Incumbent Local Exchange Company

INP: Interim Number Portability

ISDN: Integrated Services Digital Network

IPC: Interconnection Purchasing Center

L

LAN: Local Area Network

LAUTO: The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

LCSC: Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Pre-ordering transactions along with associated expedite requests and escalations.

Legacy System: Term used to refer to BellSouth Operations Support Systems (see OSS)

LENS: Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

LEO: Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

LERG: Local Exchange Routing Guide

LESOG: Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

LFACS: Loop Facilities Assessment and Control System

LIDB: Line Information Database

LMOS: Loop Maintenance Operations System - A system that provides a mechanized means of maintaining customer line records and for entering, processing, and tracking trouble reports.

LMOS HOST: LMOS host computer

LMOSupd: LMOS update allows trouble tickets on line records to be entered into LMOS.

LMU: Loop Make-up

LMUS: Loop Make-up Service Inquiry

LNP: Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

LNP Gateway: Local Number Portability (gateway)- A system that provides both internal and external communications with various interfaces and process including:

(1). Linking BellSouth to the Number Portability Administration Center (NPAC).

(2). Allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.

(3). Providing interface between NPAC and AIN SMS for LNP routing processes.

LOOPS : Transmission paths from the central office to the customer premises.

LRN: Location Routing Number

LSR: Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

M

Maintenance & Repair: The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

MARCH: A memory administration system that translates line-related service order data into switch provisioning messages and automatically transmits the messages to targeted stored program control system switches.

N

NBR: New Business Request

NC: "No Circuits" - All circuits busy announcement.

NIW: Network Information Warehouse - A system that stores central office blockage data for use in processing trouble reports.

NMLI: Native Mode LAN Interconnection

NPA: Numbering Plan Area

NXX: The "exchange" portion of a telephone number.

O

OASIS: Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

OASISBSN: OASIS software contract for feature/service

OASISCAR: OASIS software contract for feature/service

OASISLPC: OASIS software contract for feature/service

OASISMTN: OASIS software contract for feature/service

OASISNET: OASIS software contract for feature/service

OASISOCP: OASIS software contract for feature/service

ORDERING: The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

Order Types: The following order types are used in this document:

   (1). T - The "to" portion of a change of address. This Order Type is used to connect main service at a new address when a customer moves from one address to another in any of the nine states within the BellSouth region. A "T" Order Type is always pared with an "F" Order Type which will have the same telephone number following the "F" Order Type Code unless the orders are within different states.

   (2). N - Orders establishing a new account. Also, this Order Type Code is occasionally used when changing from one type of system to another such as when changing from PBX to Centrex.

(3). C - Order Type used for the following conditions: changes or partial connections or disconnections of service or equipment; change of telephone number, grade or class of main line, additional lines, auxiliary lines, PBX trunks and stations; addition of trunks or lines to existing accounts; move of equipment (other than change of address); temporary suspension and restoration of service at customer's request.

(4). R - Order Type used for the following conditions: additions, removals or changes in directory listings; responsibility change orders, addition, removal or changes in directory and billing information; other record corrections where no "field work" is involved.

OSPCM: Outside Plant Contract Management System - A system that provides scheduling and completion information on outside plant construction activities.

OSS: Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

OUT OF SERVICE: Customer has no dial tone and cannot call out.

P Q

PMAP: Performance Measurement Analysis Platform

PON: Purchase Order Number

POTS: Plain Old Telephone Service

PREDICTOR: A system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups to Mechanized Loop Testing and switching system I/O ports.

Preordering: The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI: Primary Rate ISDN

Provisioning: The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

PSIMS: Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

PSIMSORB: PSIMS software contract for feature/service.

R

RNS: Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS: Regional Ordering System

RRC: Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

RSAG: Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

RSAGADDR: RSAG software contract for address search.

RSAGTN: RSAG software contract for telephone number search.

S

SAC: Service Advocacy Center

SEEM: Self Effectuating Enforcement Mechanism

SOCS: Service Order Control System - A system which routes service order images among BellSouth drop points and BellSouth OSS during the service provisioning process.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

Syntactically Incorrect Query: A query that cannot be fulfilled due to insufficient or incorrect input data from the end user. For example, A CLEC would like to query the legacy system for the following address: 1234 Main ST. Entering "1234 Main ST" will be considered syntactically correct because valid characters were used in the address field. However, entering "AB34 Main ST" will be considered syntactically incorrect because invalid characters (i.e., alpha characters were entered in numeric slots) were used in the address field.

T

TAFI: Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG: Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN: Telephone Number

Total Manual Fallout: The number of LSRs which are entered electronically but require manual entering into a service order generator.

U V

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

W X Y Z

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

Appendix C: BellSouth Audit Policy

C-1: BellSouth's Internal Audit Policy

BellSouth's internal efforts to make certain that the reports produced by the PMAP platform are of the highest accuracy has been formalized into a Performance Measurements Quality Assurance Plan (PMQAP) that documents and augments existing quality assurance processes integral to the production and validation of Performance Measurements data.

The plan consists of three sections:

1. Change Control addresses the quality assurance steps involved in the introduction of new measurements and changes to existing measurements.
2. Production addresses the quality assurance steps used to create monthly SQM reports.
3. Monthly Validation addresses the quality assurance steps used to ensure accurate posting of monthly results.

The BellSouth PMQAP will ensure that BellSouth effectively and consistently provides accurate performance measurements data for the activities included in the SQM. The BellSouth Internal Audit department will audit this plan and its quality assurance steps annually, beginning in 4Q01.

C-2: BellSouth's External Audit Policy

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the current year aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001 - 2005), to be conducted by an independent third party auditor jointly selected by BellSouth and the CLEC. The results of audits will be made available to all the parties subject to proper safeguards to protect proprietary information. Requested audits include the following specifications:

1. The cost shall be borne by BellSouth.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

These comprehensive audits are intended to provide the basis for the PSCs and CLECs to determine that the SQM and PMAP produce accurate data that reflects each States Order for performance measurements. Once this has been verified by an initial audit, the BellSouth PMQAP will provide the basis for future audits.

Attachment 5

BellSouth Disaster Recovery Plan

<u>**CONTENTS**</u>

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

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For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1   SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

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3.2   ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

> 1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

> 2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

> 3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

> 4. Mercury and other regulated compounds resident in telephone equipment.

> 5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

      a) Place specialists and emergency equipment on notice;

      b) Inventory the damage to determine what equipment and/or functions are lost;

      c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

      d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

      a) Place specialists and emergency equipment on notice;

      b) Inventory the damage to determine what equipment and/or functions are lost;

      c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

      d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

      e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

      f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CLEC - Competitive Local Exchange Carrier

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

TSP - Telecommunications Service Priority

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 6

Bona Fide Request and New Business Request Process

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BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0   The Parties agree that K. Kessler is entitled to order any Resale Service required to be made available by FCC or Commission requirements pursuant to the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"). K. Kessler also shall be permitted to request the development of new or revised service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 6.

2.0   **BONA FIDE REQUEST**

2.1   A Bona Fide Request (BFR) is to be used when K. Kessler makes a request of BellSouth to provide a new or modified service option (Requested Services) pursuant to the Act that was not previously included in this Agreement.

2.2   A BFR shall be submitted in writing by K. Kessler and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include K. Kessler's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to K. Kessler's designated BellSouth Sales contact.

2.3   If BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, BellSouth shall notify K. Kessler within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the evaluation of the BFR. K. Kessler shall submit such fee within thirty (30) business days of BellSouth's notice that a fee is required. Within thirty (30) business days of BellSouth's receipt of the fee, BellSouth shall respond to K. Kessler by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under

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the Act. If preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the BFR, within thirty (30) business days of its receipt of the BFR, BellSouth shall respond to K. Kessler by providing a preliminary analysis of such Requested Services that are the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Services or confirm that BellSouth will not offer the Requested Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the Requested Services or is otherwise not required to be provided under the Act.

2.4   K. Kessler may cancel a BFR at any time. If K. Kessler cancels the request more than ten (10) business days after submitting the BFR request, K. Kessler shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation in addition to any fee submitted in accordance with Section 2.3 above.

2.5   K. Kessler will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR as set forth in Section 2.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR (Development Costs). Development costs are non-refundable. If K. Kessler fails to respond within this 30-day period, the BFR will be deemed cancelled.

2.5.1   BellSouth shall propose a firm price quote and a detailed implementation plan within thirty (30) business days of receipt of K. Kessler's acceptance of the preliminary analysis.

2.5.2   K. Kessler shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

2.6   Unless K. Kessler agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

2.7   If K. Kessler believes that BellSouth's firm price quote is not consistent with the requirements of the Act, or if either Party believes that the other is not acting in good faith in requesting, negotiating or processing the

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BFR, either Party may seek FCC or Commission arbitration, as appropriate, to resolve the dispute.

2.8   Upon agreement to the rates, terms and conditions of a BFR, an amendment to this Agreement may be required.

3.0   **NEW BUSINESS REQUEST**

3.1   A New Business Request (NBR) is to be used by K. Kessler to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested Enhanced Services).

3.2   An NBR shall be submitted in writing by K. Kessler and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to K. Kessler's designated BellSouth Sales contact.

3.3   If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth shall notify K. Kessler that a fee will be required prior to the evaluation of the NBR. K. Kessler shall submit such fee within ten (10) business days of BellSouth's notice that a fee is required. BellSouth shall use reasonable efforts to respond to the NBR within (30) business days following BellSouth's receipt of the fee by providing a preliminary analysis of such Requested Enhanced Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act. If preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend inordinate resources to evaluate the NBR, BellSouth will use reasonable efforts to respond to K. Kessler within thirty (30) business days of its receipt of an NBR by providing a preliminary analysis of such Requested Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested Enhanced Services or confirm that BellSouth will not offer the Requested Enhanced Services. If

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the preliminary analysis states that BellSouth will not offer the Requested Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested Services or is otherwise not required to be provided under the Act.

3.4   K. Kessler may cancel an NBR at any time. If K. Kessler cancels the request more than ten (10) business days after submitting it, K. Kessler shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 3.3 above.

3.5   K. Kessler will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR as set forth in section 3.4. Acceptance of the preliminary analysis must be in writing and accompanied by all nonrecurring charges quoted in the preliminary analysis. The nonrecurring charges as stated in the preliminary analysis cover the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the NBR. If K. Kessler fails to respond within this 30-day period, the NBR will be deemed cancelled.

3.6   If K. Kessler accepts the preliminary analysis, BellSouth shall propose a firm price quote and a detailed implementation plan within sixty (60) business days of receipt of K. Kessler's acceptance of the preliminary analysis and nonrecurring fees quoted in the preliminary analysis.

3.7   K. Kessler shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote.

3.8   Upon agreement to the terms of a NBR, an amendment to this Agreement, or a separate agreement, may be required.