

ORIGINAL

**INTERCONNECTION AGREEMENT
BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
AND ICG Telecom Group, Inc**

TABLE OF CONTENTS

General Terms and Conditions

Part A

1. Purpose
2. Term of the Agreement
3. Ordering Procedures
4. Parity
5. White Pages Listings
6. Bona Fide Request Process for Further Unbundling
7. Liability and Indemnification
8. Intellectual Property Rights and Indemnification
9. Treatment of Proprietary and Confidential Information
10. Assignments
11. Resolution of Disputes
12. Limitation of Use
13. Taxes
14. Force Majeure
15. Modification, Amendment or Supplement
16. Waivers
17. Governing Law
18. Arm's Length Negotiations
19. Notices
20. Rule of Construction
21. Headings of No Force or Effect
22. Multiple Counterparts
23. Entire Agreement

Part B - Definitions

Attachment 1 - Resale

Attachment 2 - Unbundled Network Elements

Attachment 3 - Local Interconnection

Attachment 4 - Collocation - Master Agreement

Attachment 5 - Access to Numbers and Number Portability

Attachment 6 - Ordering and Provisioning

Attachment 7 - Billing

Attachment 8 - Rights-of-Way, Conduits and Pole Attachment

Attachment 9 - Bona Fide Request Process

Attachment 10- Performance Measurements

Attachment 11- Rates

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ICG Telecom Group, Inc. ("ICG"), a Colorado corporation, and shall be deemed effective as of October 7, 1997. This agreement may refer to either BellSouth or ICG or both as a "Party" or "Parties. "

WITNESSETH

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, ICG is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

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

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable ICG to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that ICG will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2. Term of the Agreement

2.1 The term of this Agreement shall be one year, beginning October 7, 1997.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than six (6) months unless the Parties agree otherwise.

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 satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

4. Parity

The services and service provisioning that BellSouth provides ICG for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide ICG with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ICG to provide equivalent levels of customer service to their local exchange

customers as BellSouth provides to its own end users. BellSouth shall also provide ICG with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to ICG and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide ICG and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. BellSouth or its agent will include ICG residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ICG and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ICG or its subscribers provided that ICG provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting ICG Subscriber Information. BellSouth will provide to ICG a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ICG will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based).
- 5.4 Unlisted Subscribers. ICG will be required to provide to BellSouth the names, addresses and telephone numbers of all ICG customers that wish to be omitted from directories.
- 5.5 Inclusion of ICG Customers in Directory Assistance Database. BellSouth will include and maintain ICG subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ICG will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord ICG's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to ICG's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to ICG subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of ICG, and to the extent technically feasible, provide to ICG access to its unbundled elements for the provision of ICG's telecommunications service. Any request by ICG for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. Liability and Indemnification

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ICG revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor ICG shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's 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 be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer 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 Customer or third for (1) 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 on 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.

- 7.3.3 Neither BellSouth nor ICG shall be liable for damages to the other's terminal location, POI or other company's customers' 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 company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 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.
- 7.4 Indemnification for Certain Claims. BellSouth and ICG providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor ICG assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

- 7.6 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.

8. Intellectual Property Rights and Indemnification

- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ICG 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.
- 8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership 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.
- 8.3 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 and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.
- 8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in 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, but subject to the limitations of liability set forth below:

- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 5.4.1 or 5.4.2 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.
- 8.5 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.
- 8.6 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.

9. Treatment of Proprietary and Confidential Information

- 9.1 Confidential Information. It may be necessary for BellSouth and ICG to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and ICG shall receive such Information and not disclose such Information. BellSouth

and ICG shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ICG with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ICG will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or ICG to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or ICG; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. **Assignments**

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 company of the Party without the consent of the other Party. 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 of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will 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.

12. **Limitation of Use**

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

13. **Taxes**

- 13.1 Definition. For purposes of this Section 14, the terms "taxes" and "fees" shall include but not 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.
- 13.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.
- 13.2.1 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.
- 13.2.2 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.
- 13.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.
- 13.3.1 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.
- 13.3.2 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 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.
- 13.3.3 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.

- 13.3.4 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.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 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.
- 13.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.
- 13.4.1 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.
- 13.4.2 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.

- 13.4.3 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, the Parties shall consult with respect to the imposition 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.
- 13.4.4 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.
- 13.4.5 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.
- 13.4.6 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 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.
- 13.4.7 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.
- 13.5 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.

14. 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 Customer, 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.

15. Modification, Amendment or Supplement

No modification, amendment, supplement 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.

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 specific performance of any and all of the provisions of this Agreement.

17. Governing Law

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. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

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 in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ICG Telecom Group, Inc

Cindy Schonhault
P.O. Box 6742
Englewood, Colorado 80112
Attention: President

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

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

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

23. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.



Signature

Director

Title

10/07/97

Date

ICG Telecom Group, Inc.



Signature

President

Title

10/3/97

Date

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.

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.

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.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an OLEC.

Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ICG; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICG to an end user of BellSouth or ICG.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between ICG designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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.).

Attachment 1

Resale

RESALE

BellSouth shall provide retail telecommunications services for resale by ICG under the following terms:

1. Availability of Services for Resale

- 1.1 **Resold Services.** ICG may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 1.2 **Right to Appeal.** BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 1.3 **Additional Requirements and Guidelines.** The following requirements and guidelines shall apply to ICG's use of resold services:
 - 1.3.1 **Administrative Use of Resold Services.** ICG may purchase resold services at the wholesale rate for its own use.
 - 1.3.2 **Joint Undertaking.** The provision of services by the Company to ICG does not constitute a joint undertaking for the furnishing of any service.
 - 1.3.3 **Joint Marketing Restriction.** Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.
 - 1.3.4 **Resale of Transmitted Telephone Number Information.** Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

2. Application of Discounts

2.1 Discount Percentages. The rates pursuant by which ICG is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2.2 Discount Restrictions. Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

2.2.1 Messaging Services. BellSouth's messaging services may be made available for resale subject to the execution of BellSouth's Messaging Agreement and without the wholesale discount.

2.2.2 Inside Wire Maintenance. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3. Compliance with Tariff Conditions

Where applicable and in compliance with an effective Commission order, resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Cross-class selling is prohibited.

4. Quality of Resold Services

The services and service provisioning that BellSouth provides ICG for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide ICG the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide ICG with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ICG to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.

5. BellSouth Interaction with ICG Customers

5.1 Interaction with ICG Customers. When interacting with ICG resale customers on behalf of a ICG, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ICG customers with BellSouth customers.

5.2 BellSouth's Marketing of Services. BellSouth may serve directly any end user within the service area of ICG. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ICG.

6. Transfer of Service

6.1 Transfer of BellSouth Customers. BellSouth will implement ICG requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ICG. BellSouth will also accept requests directly from an end user for conversion of service from ICG to BellSouth or will accept a request from another ALEC for conversion of the end user's service from ICG to the other ALEC. BellSouth will notify ICG that it has implemented such requests. BellSouth will not require end user confirmation prior to transferring an end user's service. ICG must, however, provide proof of authorization upon request.

6.2 Primary Interexchange and Toll Carrier Selection. BellSouth will implement requests from ICG to change their end user's primary interexchange carrier or intraLATA toll carrier.

6.3 Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the Party responsible for initiating the change the Unauthorized Change Charge described in FCC Tariff No. 1, Section 13. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the Party responsible for the unauthorized change.

7. Notice of Changes Affecting Resold Services

BellSouth shall provide ICG reselling BellSouth retail services with forty-five (45) days notice of price changes and forty-five (45) days notice of changes to resold service(s). To the extent that revisions occur between the time BellSouth notifies ICG of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify ICG of such revisions consistent with its internal notification process. ICG may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a

result of BellSouth's intentional misconduct. ICG may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

8. BellSouth Contact with ICG

8.1 Customer of Record. ICG will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Agreement, BellSouth will take orders from, bill and expect payment from ICG for all services.

8.2 Single Point of Contact. ICG will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, ICG must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill ICG for troubles that are found not to be in the BellSouth network. BellSouth may contact ICG's customers if it deems such contact necessary for maintenance purposes. BellSouth will have no other contact with ICG end users, except as provided herein.

8.3 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the maintenance and installation of services.

9. Maintenance of BellSouth Facilities and Equipment

BellSouth facilities and equipment used to provide ICG-resold services will be maintained by BellSouth. ICG or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth. ICG will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

10. Billing and Collection Services

This Agreement does not provide for billing and collection services. ICG requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

11. Customer Record Information

11.1 Provision of Customer Record Information. BellSouth shall provide customer record information to ICG provided ICG has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via US mail, fax, or by electronic interface; however, BellSouth

will provide customer record information via US mail or fax on an interim basis only.

- 11.2 Compensation. ICG agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to ICG. ICG will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

12. Audit of Services

BellSouth reserves the right to periodically audit services purchased by ICG for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement and BellSouth's tariffs. ICG will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement or BellSouth's tariffs, ICG shall be notified and billing for the service will be immediately changed to conform with this Agreement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

APPLICABLE WHOLESALE DISCOUNTS

The telecommunications services available for purchase by ICG for the purposes of resale to ICG end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	17.0%		17.0%
FLORIDA	21.83%		16.81%
GEORGIA	20.3%		17.3%
KENTUCKY	16.79%		15.54%
LOUISIANA	20.72%		20.72%
MISSISSIPPI	15.75%		15.75%
NORTH CAROLINA	21.5%		17.6%
SOUTH CAROLINA	14.8%		14.8%
TENNESSEE**	16.0%		16.0%

**The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

EXHIBIT B

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Note 5	Note 5
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Note 6	Yes	Yes	No	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Additional Comments:

- 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 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- 5 In Louisiana and Mississippi, all **Contract Service Arrangements** entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- 6 In North Carolina, only those **Contract Service Arrangements** entered into after April 15, 1997 will be available for resale.
- 7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

Attachment 2

Unbundled Network Elements

TABLE OF CONTENTS

1. INTRODUCTION	2
2. LOOP	3
3. INTEGRATED DIGITAL LOOP CARRIERS	4
4. SUB-LOOP ELEMENTS.....	4
5. LOOP CONCENTRATION SYSTEMS	7
6. LOCAL SWITCHING	7
7. TRANSPORT	12
8. OPERATOR SYSTEMS	25
9. SIGNALING	27
10. SIGNALING TRANSFER POINTS (STPS).....	28
11. SERVICE CONTROL POINTS/DATABASES	33
12. DARK FIBER.....	42
13. SS7 NETWORK INTERCONNECTION	43
14. BASIC 911 AND E911	47

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1 BellSouth shall, upon request of ICG, and to the extent technically feasible, provide to ICG access to its unbundled network elements for the provision of ICG's telecommunications service.
- 1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor. CLEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services. In all states of BellSouth's operation except Kentucky, when CLEC recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to CLEC for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service. CLEC will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by CLEC contains the functions, features and attributes of a retail offering that is the subject of properly filed and approved BellSouth tariff. Services offered by CLEC shall not be considered identical when CLEC utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, CLEC's provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether CLEC is providing "services identical to BellSouth's retail offering."
- 1.3 Where BellSouth offers to ICG, as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.
 - 1.3.1 2-Wire Analog Loop with 2-Wire Analog Port - Residence
 - 1.3.2 2-Wire Analog Loop with 2-Wire Analog Port - Business

- 1.3.3 2-Wire Analog Loop with 2-Wire Analog Port - PBX
- 1.3.4 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID
- 1.4 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

2. **Loop**

BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

2.1 **Definition of Unbundled Local Loop**

2.1.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.1.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.

2.2 **Technical Requirements**

2.2.1 Services supported by the loop will include POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.2.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by ICG will be consistent with industry standards.

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

some cases, ICG may be required to pay additional charges for the removal of certain types of equipment.

2.2.2 The loop shall be provided to ICG in accordance with the following Technical References:

2.2.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.2.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.2.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).

2.2.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.2.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.2.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.

2.2.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.

2.2.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. **Integrated Digital Loop Carriers**

Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit ICG to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide ICG with the capability to serve end users at the same level BellSouth provides its customers.

4. **Sub-loop Elements**

Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to the sub-loop elements composed of two distinct component parts: a network interface device and

distribution media and pursuant to the following terms and conditions and at the rates set forth in Attachment 11:

4.1 Network Interface Device

4.1.1 Definition

4.1.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.1.2 Technical Requirements

4.1.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.1.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.1.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.1.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.1.2.5 Where feasible, the NID shall be physically accessible to ICG designated personnel. In cases where entrance to the customer premises is required to give access to the NID, ICG shall obtain entrance permission directly from the customer.

4.1.2.6 BellSouth shall offer the NID together with the Distribution Media component of unbundled sub-loop.

4.1.3 Interface Requirements

- 4.1.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.
- 4.1.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.1.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.1.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
 - 4.1.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
 - 4.1.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and
 - 4.1.3.2.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."

4.2 Distribution Media

4.2.1 Definition

- 4.2.1.1 Distribution Media provides connectivity between the NID component of unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.
- 4.2.1.2 The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If ICG requires a copper twisted pair Distribution Media in instances where the Distribution Media for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to ICG.

4.2.2 Requirements for All Distribution Media

- 4.2.2.1 Distribution Media shall transmit all signaling messages or tones. Where the Distribution Media includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution Media at the interfaces to an adjacent

Network Element in a format that maintains the integrity of the signaling messages or tones.

- 4.2.2.2 Distribution Media shall support functions associated with provisioning, maintenance and testing of the Distribution Media itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
- 4.2.2.3 Distribution Media shall be equal to or better than all of the applicable requirements set forth in the following technical references:
 - 4.2.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and
 - 4.2.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

4.2.3 Interface Requirements

- 4.2.3.1 Distribution Media shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:
 - 4.2.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;
 - 4.2.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;
 - 4.2.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";
 - 4.2.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

5. Loop Concentration Systems

BellSouth will provide to ICG unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 loops to be concentrated onto multiple DS1s. Rates for concentration are as set forth in Attachment 11.

6. Local Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

6.1 Definition

6.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to ICG's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and ICG shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

6.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to ICG purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. ICG customers may use the same dialing arrangements as BellSouth customers, but obtain an ICG branded service.

6.2 Technical Requirements

6.2.1 The requirements set forth in this Section 5.2 apply to Local Switching, but not to the Data Switching function of Local Switching.

- 6.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).
- 6.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 6.2.1.3 Subject to sections 5.1.1 and 5.1.2, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by ICG will be made pursuant to the Bona Fide Request Process of Attachment 9.
- 6.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 6.2.1.5 BellSouth shall activate service for an ICG customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ICG's services without loss of switch feature functionality as defined in this Agreement.
- 6.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 6.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 6.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 6.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 6.2.1.10 Special Services provided by BellSouth will include the following:
 - 6.2.1.10.1 Essential Service Lines;
 - 6.2.1.10.2 Telephone Service Prioritization;
 - 6.2.1.10.3 Related services for handicapped;
 - 6.2.1.10.4 Soft dial tone where required by law; and

- 6.2.1.10.5 Any other service required by law.
- 6.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 6.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 6.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to ICG, upon a reasonable request from ICG.
- 6.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:
 - 6.2.1.14.1 Basic and primary rate ISDN;
 - 6.2.1.14.2 Residential features;
 - 6.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 6.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 6.2.1.14.5 Advanced intelligent network triggers supporting ICG and BellSouth service applications.

BellSouth shall offer to ICG all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

 - 6.2.1.14.5.1 Off-Hook Immediate
 - 6.2.1.14.5.2 Off-Hook Delay
 - 6.2.1.14.5.3 Termination Attempt
 - 6.2.1.14.5.4 6/10 Public Office Dialing Plan

6.2.1.14.5.5 Feature Code Dialing

6.2.1.14.5.6 Customer Dialing Plan

6.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to ICG:

6.2.1.14.6.1 Private EAMF Trunk

6.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

6.2.1.14.6.3 N11

6.2.1.14.6.4 Automatic Route Selection

6.2.1.15 Where capacity exists, BellSouth shall assign each ICG customer line the class of service designated by ICG (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ICG customers to ICG directory assistance operators at ICG's option.

6.2.1.16 Where capacity exists, BellSouth shall assign each ICG customer line the class of services designated by ICG (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from ICG customers to ICG operators at ICG's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ICG Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

6.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

6.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

6.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

6.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

6.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

6.2.2 Interface Requirements

6.2.2.1 BellSouth shall provide the following interfaces to loops:

- 6.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 6.2.2.3 Coin phone signaling;
- 6.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
- 6.2.2.5 Two-wire analog interface to PBX;
- 6.2.2.5.1 Four-wire analog interface to PBX;
- 6.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 6.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
- 6.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 6.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 6.2.2.10 BellSouth shall provide access to the following but not limited to:
- 6.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by ICG;
- 6.2.2.12 Interface to ICG operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 6.2.2.13 Interface to ICG directory assistance services through the ICG switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ICG required access to interexchange carriers as requested through appropriate trunk interfaces.

7. Transport

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport, Tandem Switching and Digital Cross Connect System pursuant to following terms and conditions and at the rates set forth in Attachment 11.

7.1 Definition of Shared Transport

Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

7.2 Technical Requirements of Shared Transport

7.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

7.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

7.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

7.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

7.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

7.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

7.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

7.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

- 7.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 7.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 7.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 7.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 7.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 7.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 7.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 7.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 7.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 7.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 7.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 7.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

- 7.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 7.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 7.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 7.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 7.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 7.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 7.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 7.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 7.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 7.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 7.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 7.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

7.3 **Dedicated Transport**

7.3.1 **Definition**

- 7.3.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.
- 7.3.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 7.3.1.2.1 As capacity on a shared facility.

- 7.3.1.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to ICG.
- 7.3.1.3 When Dedicated Transport is provided as a system it shall include:
 - 7.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 7.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

7.3.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

- 7.3.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to ICG designated traffic.
- 7.3.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 7.3.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 7.3.2.4 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 7.3.2.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 7.3.2.5.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
 - 7.3.2.5.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);
 - 7.3.2.5.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including

referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an ICG service node.

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

7.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to ICG's architectural requirements. This includes, but is not limited to:

1. Facility routing and termination points,
2. Interface selection among those available on the system,
3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

7.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

7.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

7.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

7.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

7.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

7.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

7.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

7.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

- 7.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 7.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 7.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 7.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 7.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

7.4 Tandem Switching

7.4.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

7.4.2 Technical Requirements

- 7.4.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 7.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 7.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by ICG and BellSouth;
 - 7.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability
 - 7.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ICG;

- 7.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 7.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 7.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 7.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.
- 7.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 7.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 7.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by ICG. Tandem Switching will provide recording of all billable events as jointly agreed to by ICG and BellSouth.
- 7.4.2.6 Upon a reasonable request from ICG, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to ICG.
- 7.4.2.7 BellSouth shall maintain ICG's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 7.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 7.4.2.9 Tandem Switching shall route calls to BellSouth or ICG endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by ICG, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by ICG and BellSouth. Such plans shall meet ICG requirements for routing calls through the local network.

7.4.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.

7.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

7.4.3 **Interface Requirements**

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

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

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

7.4.3.4 Tandem Switching shall interconnect with ICG's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At ICG's request, Tandem Switching shall record and keep records of traffic for billing.

7.4.3.5 Tandem Switching shall provide an alternate final routing pattern for ICG traffic overflowing from direct end office high usage trunk groups.

7.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to ICG) each of the requirements for Tandem Switching set forth in the following technical references:

7.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

7.4.4.2 GR-905-CORE covering CCSNIS;

7.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

7.5 **Digital Cross-Connect System (DCS)**

7.5.1 **Definition**

7.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS

3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

7.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

7.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

7.6 **DCS Technical Requirements**

7.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by ICG.

7.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

7.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

7.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

7.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:

7.6.5.1 DS0 cross-connects (typically termed DCS 1/0);

7.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

- 7.6.5.3 DS3 cross-connects (typically termed DCS 3/3);
- 7.6.5.4 STS-1 cross-connects; and
- 7.6.5.5 Other technically feasible cross-connects designated by ICG.
- 7.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.
- 7.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- 7.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.
- 7.6.9 BellSouth shall make available to ICG spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.
- 7.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).
- 7.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.
- 7.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. ICG may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.
- 7.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by ICG.
- 7.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by ICG.

7.7 DCS Interface Requirements

- 7.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.,
- 7.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.
- 7.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.
- 7.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.
- 7.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:
 - 7.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 7.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 7.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
 - 7.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 7.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

- 7.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 7.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 7.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 7.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 7.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 7.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 7.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 7.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 7.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 7.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 7.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 7.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 7.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and
- 7.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

8. **Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

8.1 **Definition**

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

8.2 **Operator Service**

8.2.1 **Definition**

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

8.2.2 **Requirements**

8.2.2.1 When ICG requests BellSouth to provide Operator Services, the following requirements apply:

8.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

8.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

8.2.2.1.3 BellSouth shall complete calls that are billed to ICG customer's calling card that can be validated by BellSouth.

8.2.2.1.4 BellSouth shall complete person-to-person calls.

8.2.2.1.5 BellSouth shall complete collect calls.

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

8.2.2.1.7 BellSouth shall complete station-to-station calls.

8.2.2.1.8 BellSouth shall process emergency calls.

- 8.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 8.2.2.2 BellSouth shall adhere to equal access requirements, providing ICG local customers the same IXC access as provided to BellSouth customers.
- 8.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ICG that BellSouth provides for its own operator service.
- 8.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 8.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ICG.
- 8.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to ICG in accordance with the time schedule designated by ICG.

8.2.3 Interface Requirements:

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

8.3 Directory Assistance Service

8.3.1 Definition

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

8.3.2 Requirements

- 8.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ICG's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its

customers. If not available, ICG may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

8.3.2.2 Directory Assistance Service Updates

8.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

8.3.2.2.1.1 New customer connections: BellSouth will provide service to ICG that is equal to the service it provides to itself and its customers;

8.3.2.2.1.2 Customer disconnections: BellSouth will provide service to ICG that is equal to the service it provides to itself and its customers; and

8.3.2.2.1.3 Customer address changes: BellSouth will provide service to ICG that is equal to the service it provides to itself and its customers;

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

9. Signaling

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.2 Technical Requirements

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

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

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

- 9.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).
- 9.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 9.2.3.1 An A-link layer shall consist of two links.
 - 9.2.3.2 A D-link layer shall consist of four links.
- 9.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 9.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 9.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.
- 9.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 9.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3 **Interface Requirements**

- 9.3.1 There shall be a DS1 (1.544 Mbps) interface at the ICG-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10. **Signaling Transfer Points (STPs)**

- 10.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

10.2 **Technical Requirements**

- 10.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 10.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 10.2.1.2 BellSouth Service Control Points/DataBases;
 - 10.2.1.3 Third-party local or tandem switching
 - 10.2.1.4 Third-party-provided STPs.
- 10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an ICG local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between ICG local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
 - 10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
 - 10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
 - 10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases

where the destination signaling point is a ICG or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ICG database, then ICG agrees to provide BellSouth with the Destination Point Code for the ICG database.

- 10.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 10.2.6.1 MTP Routing Verification Test (MRVT) and
 - 10.2.6.2 SCCP Routing Verification Test (SRVT).
- 10.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an ICG or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by ICG and BellSouth.
- 10.2.8 STPs shall be on parity with BellSouth.
- 10.2.9 SS7 Advanced Intelligent Network (AIN) Access**
 - 10.2.9.1 When technically feasible and upon request by ICG, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the ICG SS7 network to exchange TCAP queries and responses with an ICG SCP.
 - 10.2.9.2 SS7 AIN Access shall provide ICG SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and ICG SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the

same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the ICG SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

10.3 Interface Requirements

10.3.1 BellSouth shall provide the following STPs options to connect ICG or ICG-designated local switching systems or STPSs to BellSouth SS7 network:

10.3.1.1 An A-link interface from ICG local switching systems; and,

10.3.1.2 A D-link interface from ICG local STPSs.

10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

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

10.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and ICG will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

10.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

10.3.6 Message Screening

- 10.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from ICG local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the ICG switching system has a legitimate signaling relation.
- 10.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from ICG local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ICG switching system has a legitimate signaling relation.
- 10.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ICG from any signaling point or network interconnected through BellSouth's SS7 network where the ICG SCP has a legitimate signaling relation.
- 10.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 10.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 10.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message

Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

- 10.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

11. Service Control Points/DataBases

11.1 Definition

- 11.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

- 11.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to ICG in accordance with the following requirements.

- 11.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 11.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 11.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

11.2.4 Database Availability

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

- 11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for ICG customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

11.3 **Local Number Portability Database**

11.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

11.4 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

11.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

11.4.2 **Technical Requirements:**

BellSouth will offer to ICG any additional capabilities that are developed for LIDB during the life of this Agreement.

- 11.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ICG to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-ICG dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.
- 11.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ICG to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and ICG dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.
- 11.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ICG to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.
- 11.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for ICG's customer records in LIDB:
 - 11.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
 - 11.4.2.4.2 Calling Card Validation: If ICG chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for ICG customer data in the LIDB.
- 11.4.2.5 BellSouth shall process ICG's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ICG what additional functions (if any) are performed by LIDB in the BellSouth network.
- 11.4.2.6 Within two (2) weeks after a request by ICG, BellSouth shall provide ICG with a list of the customer data items which ICG would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 11.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

- 11.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 11.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 11.4.2.10 BellSouth shall provide ICG with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with ICG customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with ICG customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to ICG. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).
- 11.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 11.4.2.12 All additions, updates and deletions of ICG data to the LIDB shall be solely at the direction of ICG. Such direction from ICG will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 11.4.2.13 BellSouth shall provide priority updates to LIDB for ICG data upon ICG's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 11.4.2.14 BellSouth shall provide ICG with the capability to directly obtain, through an electronic interface, reports of all ICG data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of ICG data in LIDB.

- 11.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of ICG customer records will be missing from LIDB, as measured by ICG audits. BellSouth will audit ICG records in LIDB against DBAS to identify record mis-matches and provide this data to a designated ICG contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ICG within one business day of audit. Once reconciled records are received back from ICG, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact ICG to negotiate a time frame for the updates, not to exceed three business days.
- 11.4.2.16 BellSouth shall perform backup and recovery of all of ICG's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 11.4.2.17 BellSouth shall provide to ICG access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to ICG when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:
- Calling Card Queries
 - Billed Number Screening Queries
 - Calling Card Successful
 - Calling Card Denied
 - Calling Card CCAN Service Denied
 - Calling Card Pin Match Field
 - Calling Card Record Not Found
 - Billed Number Screening Successful
 - Billed Number Screening Not Found
 - Group Not Found
 - BNS/C Processing Indicator Not Enabled
 - Group Status/Nonparticipating
- As additional LIDB measurements and reports become available, such measurements and reports also will be provided to ICG.
- 11.4.2.18 BellSouth shall provide ICG with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between ICG and BellSouth.

- 11.4.2.19 BellSouth shall prevent any access to or use of ICG data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by ICG in writing.
- 11.4.2.20 BellSouth shall provide ICG performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ICG at least at parity with BellSouth Customer Data. BellSouth shall obtain from ICG the screening information associated with LIDB Data Screening of ICG data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ICG under the Bona Fide Request process of Attachment 9.
- 11.4.2.21 BellSouth shall accept queries to LIDB associated with ICG customer records, and shall return responses in accordance with industry standards.
- 11.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 11.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 11.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.
- 11.4.3 **Interface Requirements**

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

 - 11.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
 - 11.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
 - 11.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 11.5 **Toll Free Number Database**

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

11.5.1 Technical Requirements

11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for ICG to query with a toll-free number and originating information.

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

11.5.1.3 The SCP shall also provide, at ICG's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

11.5.1.3.1 Network Management;

11.5.1.3.2 Customer Sample Collection; and

11.5.1.3.3 Service Maintenance

11.6 Automatic Location Identification/Data Management System (ALI/DMS)

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

11.6.1 Technical Requirements

11.6.1.1 BellSouth shall offer ICG a data link to the ALI/DMS database or permit ICG to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to ICG immediately after ICG inputs information into the ALI/DMS database. Alternately, ICG may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

11.6.1.2 The ALI/DMS database shall contain the following customer information:

- 11.6.1.2.1 Name;
- 11.6.1.2.2 Address;
- 11.6.1.2.3 Telephone number; and
- 11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 11.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ICG requests otherwise and shall be updated if ICG requests, provided ICG supplies BellSouth with the updates.
- 11.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 11.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

11.6.2 **Interface Requirements**

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

11.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to ICG in order to allow ICG to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide ICG with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by ICG and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ICG telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

- 11.8 **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.
- 11.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
 - 11.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1999);
 - 11.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
 - 11.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
 - 11.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
 - 11.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
 - 11.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
 - 11.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 11.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
 - 11.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ICG the capability that will allow ICG and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
 - 11.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ICG. Scheduling procedures shall provide ICG equivalent priority to these resources

- 11.10.3 BellSouth SCP shall partition and protect ICG service logic and data from unauthorized access, execution or other types of compromise.
- 11.10.4 When ICG selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ICG to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 11.10.5 When ICG selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ICG access will be provided via remote data connection (e.g., dial-in, ISDN).
- 11.10.6 When ICG selects SCE/SMS AIN Access, BellSouth shall allow ICG to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

12. **DARK FIBER**

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

- 12.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

12.2 **Requirements**

- 12.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to ICG pursuant to the prices set forth in Attachment 11 of this Agreement.
- 12.2.2 ICG may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 12.2.3 BellSouth shall use its best efforts to provide to ICG information regarding the location, availability and performance of Dark Fiber within ten (10)

business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from ICG ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for ICG's use and may not allow any other party to use such media, including BellSouth.

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

13. **SS7 Network Interconnection**

13.1.1 **Definition**

SS7 Network Interconnection is the interconnection of ICG local Signaling Transfer Point Switches (STPS) and ICG local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), ICG local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

13.1.2 **Technical Requirements**

- 13.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

13.1.2.1.1 BellSouth local or tandem switching systems;

13.1.2.1.2 BellSouth DBs; and

13.1.2.1.3 Other third-party local or tandem switching systems.

- 13.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and ICG or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an ICG local switching system and a BellSouth or other third-party local switching

system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the ICG local STPSs and BellSouth or other third-party local switch.

- 13.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 13.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 13.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 13.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 13.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 13.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an ICG local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ICG local STPSs, and shall not include SCCP Subsystem Management of the destination.
- 13.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 13.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 13.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI

standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

13.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

13.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

13.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

13.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

13.1.3 Interface Requirements

13.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect ICG or ICG-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

13.1.3.1.1 A-link interface from ICG local or tandem switching systems; and

13.1.3.1.2 D-link interface from ICG STPSs.

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

13.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and ICG will work jointly to establish mutually acceptable SPOI.

13.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

13.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

- 13.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 13.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
- 13.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 13.1.3.5 BellSouth shall set message screening parameters to block accept messages from ICG local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ICG switching system has a legitimate signaling relation.
- 13.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 13.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 13.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 13.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 13.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 13.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 13.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 13.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

- 13.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 13.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 13.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 13.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 13.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 13.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 13.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14. **Basic 911 and E911**

BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

14.1 **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

14.2 **Requirements**

- 14.2.1 **Basic 911 Service Provisioning.** For Basic 911 service, BellSouth will provide to ICG a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICG will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the

appropriate 10-digit directory number as stated on the list provided by BellSouth. ICG will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ICG will be required to discontinue the Basic 911 procedures and being using E911 procedures.

- 14.2.2 E911 Service Provisioning. For E911 service, ICG will be required to install a minimum of two dedicated trunks originating from the ICG serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICG will be required to provide BellSouth daily updates to the E911 database. ICG will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ICG will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- 14.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ICG beyond applicable charges for BellSouth trunking arrangements.
- 14.2.4 Basic 911 and E911 functions provided to ICG shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.
- 14.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and ICG to follow in providing 911/E911 services.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide ICG interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic. Local traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No party shall represent Exchange Access traffic as Local Interconnection traffic.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

1.2.1 Line-side of local switch.

1.2.2 Trunk-side of local switch.

1.2.3 Trunk interconnection points for tandem switch.

1.2.4 Central office cross-connect points.

1.2.5 Out-of-band signal transfer points.

1.2.6 Interconnection at applicable unbundled network element points is also available.

1.2.7 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment 9.

1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and ICG shall update the PLU.

Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

- 1.3.1 Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ICG shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate ICG traffic terminated by BellSouth over the same facilities, ICG will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to ICG. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.
- 1.5 Unidentified local traffic. Whenever BellSouth delivers traffic to ICG for termination on the ICG's network, if BellSouth cannot determine because of the manner in which ICG has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if ICG can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICG cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the ICG.
- 1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for ICG's connection of its end user to a local end user of another ALEC where both ALECs are

connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment 11.

- 1.7 Mutual Provision of Access Service. When BellSouth and ICG provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

- 1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and ICG networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.
- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.
- 2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If ICG is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ICG as an interexchange carrier on a 10XXX basis, BellSouth will charge ICG the appropriate tariff

charges for originating network access services. If BellSouth is serving as the ICG end user's presubscribed interexchange carrier or if the ICG end user uses BellSouth as an interexchange carrier on a 10XXX basis, the ICG will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

- 2.4 Additional Interconnection. To the extent ICG provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- 2.7 800 Access Screening. Should ICG require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ICG shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. ICG will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

4. Trunk Groups

BellSouth and ICG shall establish trunk groups between interconnecting facilities. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications, with the costs of provisioning such trunking being shared equally by both parties. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a bona fide request via the Bona Fide Request Process set forth in Attachment 9.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. BellSouth will work cooperatively with ICG to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to ICG will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to ICG.

5.4 Network Management Controls. BellSouth will work cooperatively with ICG to apply sound network management principles by invoking

appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

5.5 Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to ICG, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with ICG on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6 Forecasting Requirements.

5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.

5.6.2 Within thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section 5.6.3 shall be deemed "Confidential Information" under Section 10.1 of the

General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section 5.6.3.

- 5.7 Call Information. BellSouth will provide ICG with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to ICG that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that ICG customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, ICG local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Reciprocal Compensation

- 8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and ICG's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11.

- 8.2 Interconnection with Enhanced Service Providers (ESPs). BellSouth will exempt traffic originated to and terminated by ESPs from the reciprocal compensation arrangements of this Agreement. The parties acknowledge that the issue of compensation for ESP traffic is being addressed by the F.C.C. The parties agree to implement the final order addressing compensation or lack thereof for this traffic from the date this Agreement is executed.

Attachment 4

Collocation

**BELLSOUTH PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 19____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and ICG Telecom Group, Inc., ("ICG") a corporation organized and existing under the laws of the state of Colorado;

W I T N E S S E T H

WHEREAS, ICG wishes the right to occupy the BellSouth Central Office(s) delineated herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which ICG desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to ICG within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

- 1.1 BellSouth hereby grants to ICG a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by ICG and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at ICG's expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.
- 1.2 ICG shall use the Collocation Space for the purposes of installing, maintaining and operating ICG's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, ICG may place ICG-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the

Collocation Space without the use of ICG-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ICG may connect to other ICGs within the designated Central Office. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.3 ICG may not provide or make available space within the Collocation Space to any third Party. Any violation of this provision shall be deemed a material breach of this Agreement.
- 1.4 ICG agrees to pay the rates and charges identified at Exhibit A attached hereto.
- 1.5 A Collocation Space will be provided to ICG at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

2. Term of Agreement

- 2.1 Commencement Date. The "Commencement Date" shall be the first day after ICG's equipment becomes operational as described in Article II.B, following. This Agreement shall be for an initial term of two (2) years, beginning on the Commencement Date and ending two (2) years later on the month and day corresponding to the Commencement Date.
- 2.2 Occupancy. BellSouth will notify ICG that the Collocation Space is ready for occupancy. ICG must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. BellSouth may consent to an extension beyond 180 days upon a demonstration by ICG that circumstances beyond its reasonable control prevented ICG from completing installation by the prescribed date. If ICG fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event this Agreement shall terminate and BellSouth shall have no further obligations to ICG hereunder. Termination of the Agreement pursuant to this paragraph shall not operate to release ICG from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, ICG's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 2.3 Termination. ICG may terminate this Agreement upon thirty (30) days prior written notice to BellSouth. Upon termination, ICG at its expense shall remove its equipment and other property from the Collocation Space. ICG shall have thirty (30) days from the termination date to complete such removal; provided, however, that ICG shall continue payment of monthly fees to BellSouth until such date as ICG has fully vacated the Collocation Space. Should ICG fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of ICG at ICG's expense and with no liability for damage or injury to ICG's property unless caused by the negligence or intentional misconduct of BellSouth.

3. Use of Collocation Space

- 3.1 Nature of Use. BellSouth shall permit ICG to place, maintain and operate in the Collocation Space any equipment that ICG is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by ICG to provide services which ICG has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. ICG may elect to enclose the Collocation Space. ICG shall not use the Collocation Space for marketing purposes. ICG shall place no signs or marking of any kind (except for a plaque or other identification affixed to ICG's equipment and reasonably necessary to identify ICG's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.
- 3.2 Entrance Facilities. ICG may elect to place ICG-owned entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. ICG will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. ICG will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the ICG's equipment in the Collocation Space. ICG must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ICG is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection

point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

- 3.3 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between ICG's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ICG may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request.
- 3.4 ICG's Equipment and Facilities. ICG is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by ICG in the Collocation Space. Without limitation of the foregoing provisions, ICG will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.
- 3.5 Access and Administration. ICG shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require ICG to traverse restricted areas. All employees, agents and contractors of ICG having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by ICG or certified vendor which contains a current photo, the individual's name and company name/logo. ICG agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, ICG shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.
- 3.6 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to

the public. If BellSouth reasonably determines that any equipment or facilities of ICG violate the provisions of this paragraph, BellSouth shall give written notice to ICG, which notice shall direct ICG to cure the violation within twenty-four (24) hours or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If ICG fails to take curative action within 24 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ICG's equipment. BellSouth will endeavor, but is not required, to provide notice to ICG prior to taking such action and shall have no liability to ICG for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.7 Personalty and its Removal. Subject to requirements of this Agreement, ICG may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by ICG in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by ICG at any time. Any damage caused to the Collocation Space by ICG's employees, agents or representatives during the removal of such property shall be promptly repaired by ICG at its expense.

3.8 Alterations. In no case shall ICG or any person acting on behalf of ICG make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ICG.

4. Ordering and Preparation of Collocation Space

4.1 Application for Space. ICG shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in ICG's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth will respond to ICG's Application in writing following the completion of review, planning and design activities. Such

response will include estimates on space availability, space preparation costs and space availability dates.

- 4.2 Bona Fide Firm Order. ICG shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires ICG to complete the Application/Inquiry process described in Article IV.A preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to ICG's Application/Inquiry. Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 4.3 Use of Certified Vendor. ICG shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide ICG with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing ICG's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ICG upon successful completion of installation. The Certified Vendor shall bill ICG directly for all work performed for ICG pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.
- 4.4 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. ICG shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide ICG with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ICG.
- 4.5 Basic Telephone Service. Upon request of ICG, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 4.6 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. ICG's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by ICG divided by the total Central Office square footage receiving renovation or upgrade. For this section, support

mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise ICG of delays. ICG agrees BellSouth shall not be liable to ICG for delays in providing possession of the Collocation Space.

4.7 Space Enclosure. Upon request of ICG, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. ICG may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. ICG may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill ICG for activities associated with the space enclosure construction.

4.8 Cancellation. If ICG cancels its order for the Collocation Space(s), ICG will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount ICG would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

5. **Rates and Charges**

ICG shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Article IV preceding, ICG shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following ICG's acceptance of the Collocation Space. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F preceding. The Space Enclosure Construction Fee is assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be

assessed as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to ICG in the Application Response.

- 5.2 Floor Space. The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power ICG's equipment. When the Collocation Space is enclosed by walls or other divider, ICG shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ICG shall pay floor space charges based upon the number of square feet contained in a shadow print of ICG's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents ICG's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date ICG first occupies the Collocation Space, whichever is sooner.
- 5.3 Power. Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to ICG's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by ICG's certified vendor. The ICG's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional power DC plant or upgrade the existing DC power plant in a central office as a result of ICG's request to collocate in that central office ("Power Plant Construction"), ICG shall pay all costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify ICG of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. ICG shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. ICG shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. ICG has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon

termination of this Agreement ICG shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

- 5.4 Security Escort. A security escort will be required whenever a collocator or approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 5.5 Rate "True-Up". The Parties agree that the interim prices reflected herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the State in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ICG shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ICG. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 5.6 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). ICG will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.
6. Insurance
- 6.1 ICG shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in

Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

- 6.2 ICG shall maintain the following specific coverages:
 - 6.2.1 Commercial General Liability coverage in the amount of fifteen million dollars (\$15,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than fifteen million dollars (\$15,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.
 - 6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
 - 6.2.3 ICG may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 6.3 The limits set forth in Article VI.B above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to ICG to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 6.4 All policies purchased by ICG shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all ICG's property has been removed from BellSouth's Central Office, whichever period is longer. If ICG fails to maintain required coverages, BellSouth may pay the premiums thereon and seek reimbursement of same from ICG.
- 6.5 ICG shall submit certificates of insurance reflecting the coverages required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. ICG shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from ICG's insurance company. Notice of cancellation should be forwarded to:

BellSouth Telecommunications, Inc.
Attn.: Insurance Coordinator

3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

- 6.6 ICG must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7. Mechanics Liens

If any mechanics lien or other liens shall be filed against property of BellSouth, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for ICG or by reason of any changes, or additions to BellSouth property made at the request or under the direction of the ICG, ICG shall, within thirty (30) days after receipt of written notice from BellSouth either pay such lien or cause the same to be bonded off BellSouth's property in the manner provided by law. ICG shall also defend on behalf of BellSouth, at ICG's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and ICG shall pay any damage and discharge any judgment entered thereon.

8. Inspections

BellSouth shall conduct an inspection of ICG's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ICG's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ICG adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ICG with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections.

9. Security

Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of ICG will be permitted in the BellSouth Central Office. ICG shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. Indemnity / Limitation of Liability

- 10.1 ICG shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of ICG, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. ICG shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by ICG, its agents or employees.
- 10.2 BellSouth shall not be liable to ICG for any interruption of ICG's service or for interference with the operation of ICG's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and ICG shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

11. Publicity

ICG agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and ICG further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

12. Destruction of Collocation Space

In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ICG's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Agreement, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ICG's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ICG, except for improvements not the property of

BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Where allowed and where practical in the sole judgment of BellSouth, ICG may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ICG shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ICG's permitted use, until such Collocation Space is fully repaired and restored and ICG's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

13. Eminent Domain

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and ICG shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

14. Force Majeure

Neither Party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming Party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the Party's control.

15. Assignment

ICG acknowledges that this Agreement does not convey any right, title or interest in the Central Office to ICG. ICG may not sublet its rights under this Agreement, nor shall it allow a third Party to use or occupy the Collocation Space at any time or from time to time without the prior written

consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either Party without the prior written consent of the other Party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either Party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other Party.

16. Nonexclusivity

ICG understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

17. No Implied Waiver

No consent or waiver by either Party to or of any breach of any covenant, term, condition, provision or duty of the other Party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the Party granting such consent or waiver.

18. Notices

Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by ICG or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the Parties as follows:

To BellSouth:

Jerry Hendrix, Director

675 W Peachtree St., NE, 34S91

Atlanta, Georgia 30375

ATTN: Gregg Beck

To (ICG):

ATTN: _____

Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

19. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will petition the Commission in the state where the services are provided pursuant to this Agreement 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 Public Service Commission concerning this Agreement.

20. Section Headings

The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

21. Authority

Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

22. Review of Agreement

The Parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and ICG and the terms and conditions contained herein shall not be construed any more strictly against one Party or the other.

23. Entire Agreement

This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and ICG and may not be modified or amended other than by a written instrument signed by both Parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.



Authorized Signature

Jerry D. Hendrup

Print or Type Name

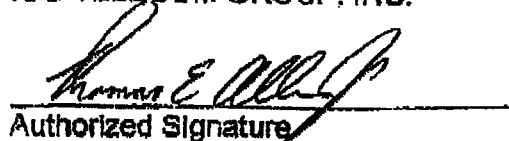
Director

Title

10/09/97

Date

ICG TELECOM GROUP, INC.



Authorized Signature

THOMAS E. ALLEN

Print or Type Name

VP Chief of External Affairs

Title

10/9/97

Date

SCHEDULE OF RATES AND CHARGES

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	\$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	\$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750.00
Floor Space	Zone A RC (per square foot)	\$7.50
	Zone B RC (per square foot)	\$6.75
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects	2-wire RC (per cross-connect)	\$0.30
	4-wire RC (per cross-connect)	\$0.50
	DS1 RC (per cross-connect)	\$8.00
	DS3 RC (per cross-connect)	\$72.00
	2-wire NRC (first cross-connect)	\$19.20
	4-wire NRC (first cross-connect)	\$19.20
	DS1 NRC (first cross-connect)	\$155.00
	DS3 NRC (first cross-connect)	\$155.00
	2-wire NRC (each additional cross-connect)	\$19.20
	4-wire NRC (each additional cross-connect)	\$19.20
	DS1 NRC (each additional cross-connect)	\$27.00
	DS3 NRC (each additional cross-connect)	\$27.00
POT Bay	2-wire RC (per cross-connect)	\$0.40
	4-wire RC (per cross-connect)	\$1.20
	DS1 RC (per cross-connect)	\$1.20
	DS3 RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00
Security Escort	Basic - first half hour NRC-ICB	\$41.00
	Overtime - first half hour NRC-ICB	\$48.00
	Premium - first half hour NRC-ICB	\$55.00
	Basic - additional half hour NRC-ICB	\$25.00
	Overtime - additional half hour NRC-ICB	\$30.00
	Premium - additional half hour NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ICG may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ICG for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Attachment 5

Access to Numbers and Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that ICG, whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. ICG will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.:

2. Permanent Solution

The FCC, the Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability, Interim Service Provider Number Portability may be available only until such permanent solution is implemented.

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user, who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of ICG. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the ICG switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

4. SPNP Implementation

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.
- 4.3 SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are

required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

- 4.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.
- 4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.
- 4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the

transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

- 4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. Rates

Rates for service provider number portability are set out in Attachment 11.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to ICG that are equal to the ordering and provisioning services BellSouth provides to itself or any other ALEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Saturday - 8:00 AM - 5:00 PM (excluding holidays)

ICG requests for provisioning and installation services outside of the normal hours of operation may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide ICG access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. ICG agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that ICG 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.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows ICG to report and monitor service troubles and obtain repair services. BellSouth shall offer ICG service trouble reporting in a non-discriminatory manner that provides ICG the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ICG an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers ICG access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.
- 2.5 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services.
3. **Miscellaneous Ordering and Provisioning Guidelines**
- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by ICG will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if ICG wishes to reinstate an order, ICG may be required to submit a new service order.
- 3.2 Use of Facilities. ICG will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by ICG to provide services to its end users, except that BellSouth may accept an order directly from another ALEC, or BellSouth, acting with authorization of the affected end user. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by ICG to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify ICG that such an order has been processed, but will not be required to notify ICG in advance of such processing.

- 3.3 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers 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.

Attachment 7

Billing

BILLING

1. Payment and Billing Arrangements

- 1.1 **Billing.** Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that ICG requests.
- 1.2 **Master Account.** For resold services, when the initial service is ordered by ICG, BellSouth will establish an accounts receivable master account for ICG.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of ICG. ICG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ICG from ICG's customer. BellSouth will not become involved in billing disputes that may arise between ICG and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 **Payment Due.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- If the payment due date falls on a Sunday or on a Holiday which 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 penalty, as set forth in Section 3.6, below, shall apply.
- 1.5 **Tax Exemption.** Upon proof of tax exempt certification from ICG, the total amount billed to ICG will not include any taxes due from the end user. ICG will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- 1.6 **Miscellaneous.** As the customer of record for resold services, ICG will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

- 1.7 Late Payment. If any portion of the payment is received by BellSouth after 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 penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.
- 1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ICG.
- 1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill ICG end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service to ICG. The procedures for discontinuing service to ICG are as follows:
- 1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by ICG of the rules and regulations contained in BellSouth's tariffs.
- 1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICG that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and ICG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 1.10.3 If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- 1.10.4 If ICG fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth

may, on thirty days written notice to the person designated by ICG to receive notices of noncompliance, discontinue the provision of existing services to ICG at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ICG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICG without further notice.

1.10.5 If payment is not received or arrangements made for payment by the date given in the written notification, ICG's services will be discontinued. Upon discontinuance of service on ICG's account, service to the ICG's end users will be denied. BellSouth will reestablish service at the request of the end user or ICG upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ICG is solely responsible for notifying the end user of the proposed service disconnection.

1.10.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

1.11 Deposit Policy. When purchasing services from BellSouth, ICG may be required to make a deposit to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ICG from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ICG defaults on its account, service to ICG will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to ICG during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ICG by the accrual date.

2. RAO Hosting

2.1 RAO Hosting, CATS and NICS services provided to ICG by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

- 2.2 ICG shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 2.3 Applicable compensation amounts will be billed by BellSouth to ICG on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 2.4 ICG must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from ICG to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of ICG and will coordinate all associated conversion activities.
- 2.5 BellSouth will receive messages from ICG that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from ICG.
- 2.7 All data received from ICG that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 2.8 All data received from ICG that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ICG and will forward them to ICG on a daily basis.
- 2.10 Transmission of message data between BellSouth and ICG will be via electronic data transmission.

- 2.11 All messages and related data exchanged between BellSouth and ICG will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.12 ICG will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.13 Should it become necessary for ICG to send data to BellSouth more than sixty (60) days past the message date(s), ICG will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ICG to notify all affected Parties.
- 2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ICG) identified and agreed to, the company responsible for creating the data (BellSouth or ICG) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from ICG, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ICG of the error condition. ICG will correct the error(s) and will re-send the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ICG will re-send these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.16 In association with message distribution service, BellSouth will provide ICG with associated intercompany settlements reports (CATS and NICS) as appropriate.

2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

2.18 RAO Compensation

2.18.1 For message distribution service provided by BellSouth for ICG, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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2.18.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG 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 successfully ongoing will be negotiated on a case by 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 ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on the ICG end for the purpose of data transmission will be the responsibility of ICG.

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ICG as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between ICG and the involved company(ies).

- 2.19.2 Both traffic that originates outside the BellSouth region by ICG and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ICG, is covered by this Agreement.
- 2.19.3 Once ICG is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should ICG operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and ICG agree to negotiate an alternate form of settlement for these revenues.
- 2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.
- 2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.
- 2.19.6 BellSouth will collect the revenue earned by ICG from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on ICG. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ICG agree that monthly netted amounts of less than ten dollars (\$10.00) will not be settled.

3. Daily Usage File

- 3.1 Upon request from ICG, BellSouth may provide Daily Usage File service to ICG. Daily Usage File service provided to ICG by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 The ICG shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 Compensation Arrangements

Applicable compensation amounts will be billed by BellSouth to the CLEC on a monthly basis in arrears. Amounts due from the OLEC to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement.

1. Scope of Exhibit

- 1.01 This exhibit provides the technical specifications, terms and conditions, including compensation, under which BellSouth shall provide the message distribution service via the OLEC Daily Usage File.

BELLSOUTH TELECOMMUNICATIONS, INC.

OLEC DAILY USAGE FEED (ODUF) SPECIFICATIONS

ISSUE 1.0

GENERAL

An OLEC Daily Usage File (hereafter referred to as "ODUF") is available. ODUF will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an OLEC customer. ODUF also includes operator handled calls originating from OLEC subscriber lines, for those OLECs who purchase Operator Services from BellSouth.

ODUF is available for both Facilities-based OLECs and Resellers. The service is provided under contract with the following rates applicable:

\$0.008 per message - Recording Service (only applied to unbundled operator services messages)
\$0.004 per message - Message Distribution
\$0.001 per message - Data Transmission

Charges for delivery of the usage data will appear as an OC&C item on the OLECs' monthly bills.

ODUF will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

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

NOTE: It may be determined that the source is outside of BellSouth's control and the appropriate resolution does not involve BellSouth.

THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE BASIC FILE SPECIFICATIONS AND GENERAL INFORMATION TO THE OLECS DOING BUSINESS WITH BELL SOUTH.

FILE SPECIFICATIONS

USAGE TO BE TRANSMITTED

The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable intraLATA Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

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.

DUPLICATE RECORD CHECKING

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

In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

PHYSICAL FILE CHARACTERISTICS

GENERAL

ODUF will be distributed to the OLEC via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). ODUF will be a variable block format (2476) with an LRECL of 2472. The data on ODUF will be in a non-compacted EMR 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 one dataset per BellSouth RAO (12 total). ODUF will contain packed data as detailed on the next page.

Data circuits (private line or dial-up) may be required between BellSouth and the OLEC for the purpose of data transmission. Where a dedicated line is required, the OLEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The OLEC 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 successfully ongoing will be negotiated on a case by 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 the OLEC. Additionally, all message toll charges associated with the use of the dial circuit by the OLEC will be the responsibility of the OLEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on the OLEC end for the purpose of data transmission will be the responsibility of the OLEC.

PACKING SPECIFICATIONS

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.

The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to the OLEC which BellSouth RAO that is sending the message. BellSouth and the OLEC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by the OLEC and re-send the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

PACK REJECTION

The OLEC 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 Bellcore EMR Error Codes will be used. The OLEC will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to the OLEC by BellSouth.

CONTROL DATA

The OLEC will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate the OLEC received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by the OLEC for reasons stated in the above section. See attachment A for the confirmation record layout.

TESTING

BellSouth will perform external testing with each OLEC prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and each OLEC during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

ODUF CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	
Amount of Accepted Revenue	90-99	9(8).99	
filler	100	9(1)	
Number of Rejected Messages	101-107	9(7)	
Amount of Rejected Revenue	108-117	9(8).99	
filler	118-137	9(20)	
Pack Status Code	138-139	9(2)	
Return Code 1	140-141	x(2)	
Return Code 2	142-143	x(2)	
Return Code 3	144-145	x(2)	
Return Code 4	146-147	x(2)	
Return Code 5	148-149	x(2)	
Return Code 6	150-151	x(2)	
Return Code 7	152-153	x(2)	
Return Code 8	154-155	x(2)	
Return Code 9	156-157	x(2)	
Return code 10	158-159	x(2)	
filler	160-175	x(16)	

BellSouth is pursuing approval of this record by BellCore as a Standard EMR record.

- 2.6 From time to time by written agreement of the Parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

Attachment 8

Rights-of-Way, Conduits and Pole Attachment

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

BellSouth agrees to provide ICG, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated.

Attachment 9

Bona Fide Request Process

BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when ICG requests a change to any Services and Elements, including any new features, capabilities or functionality.
- 1.1 A Bona Fide Request shall be submitted in writing by ICG and shall specifically identify the required 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. Such a request also shall include a ICG's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to ICG's Account Executive.
- 1.2 Although not expected to do so, the requesting Party may cancel a Bona Fide Request in writing at any time. BellSouth will then cease processing of the request. If ICG cancels a Bona Fide Request after BellSouth has received ICG's written "authorization to proceed" as described in Section 1.4 below, ICG agrees to pay BellSouth such reasonable, demonstrable, actual incurred costs, if any, directly related to complying with ICG's Bona Fide Request from the date of ICG's written notice to proceed up to the date of cancellation.
- 1.3 Within ten (10) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within forty (40) days of its receipt of a Bona Fide Request, BellSouth shall provide to ICG a preliminary analysis of the Bona Fide Request. The preliminary analysis will include an estimate of BellSouth's price for development which will include a firm and fixed amount that includes functions such as but not limited to, the development of a project plan, design plan, and establishing methods and procedures; and state whether BellSouth can meet ICG's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet ICG's requested availability date. The preliminary analysis will contain an invoice of the firm and fixed amount that will be

remitted to BellSouth within ten (10) calendar days from the date of issuance as ICG's authorization to BellSouth to proceed. The preliminary analysis will also include a detailed breakdown of the proposed price and a description of the work activity required. BellSouth also shall indicate in this analysis its agreement or disagreement with ICG's designation of the request as being pursuant to the Act or pursuant to the need of the business. If BellSouth determines that it is not able to provide ICG with a preliminary analysis within forty (40) calendar days of BellSouth's receipt of a Bona Fide Request, BellSouth will inform ICG as soon as practicable. ICG and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

- 1.5 In the event of a dispute over BellSouth's proposed price, upon BellSouth's written request, ICG agrees to remit to BellSouth 50 percent of the proposed price within ten (10) calendar days of BellSouth's written request. In no event, however, shall any dispute regarding price delay BellSouth proceeding with the Bona Fide Request. Upon resolution of the dispute regarding BellSouth's price proposal, adjustments, if any, shall be made to the appropriate party. Any adjustment shall include a late payment penalty calculated in accordance with Attachment 7, Section 1.7 of this Agreement.
- 1.6 As soon as possible, but in no event more than sixty (60) calendar days after receipt of the firm and fixed quote amount which will serve as ICG's authorization to proceed, BellSouth shall provide ICG with a final Bona Fide Request quote which will include the service availability date, the applicable rates and the installation intervals, and a binding price quote, including a detailed final price breakdown with any changes or additions to the work activities required.
- 1.7 Unless ICG agrees otherwise, all proposed prices for requests pursuant to the Act, shall be the pricing in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by ICG.
- 1.8 Within thirty (30) calendar days after receiving the final Bona Fide Request quote from BellSouth, ICG will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If ICG does not respond to BellSouth's final Bona Fide Request quote, or if the Bona Fide Request quote is rejected by ICG, the Bona Fide

Request will expire. Upon expiration, BellSouth will cease work on said Bona Fide Request and ICG shall compensate BellSouth pursuant to Section 1.2 of this Attachment. If at any time an agreement cannot be reached as to the price of the request, BellSouth shall continue to proceed with ICG's request as described in Section 1.5 of this Attachment.

- 1.9 ICG may request and BellSouth shall use its best efforts to accommodate any request for data that is directly related and reasonable in scope to a Bona Fide Request issued pursuant to this Attachment 9.

Attachment 10

Performance Measurements

PERFORMANCE MEASUREMENT

1. PERFORMANCE MEASUREMENT

1.1 BellSouth, in providing Services and Elements to ICG pursuant to this Agreement, shall provide ICG the same quality of service that BellSouth provides itself and its end-users. This Attachment 12 includes ICG's measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, e.g., LIDB and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.

1.2 Except as otherwise provided in this Attachment 12, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to ICG in a mutually agreed upon format which will enable ICG to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for ICG for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for ICG as reasonably requested by ICG. For provisioning and maintenance, separate measurements shall be provided as follows:

- POTS/Non-Design
 - Residence - Dispatch Out/Non-Dispatch Out
 - Business - Dispatch Out/Non-Dispatch Out
- UNE - Dispatch Out/Non-Dispatch Out
- Local Interconnection/Trunking
- Specials - Design Only

1.3 DELETED

1.4 BellSouth and ICG recognize that percentage target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as ICG and BellSouth may mutually agree. BellSouth and ICG agree to meet to discuss establishment of such targets quarterly, starting no later than

ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, ICG reserves its right to request targets that exceed parity. Such a request may require ICG to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

- 2.1 **Desired Due Date:** Measures as a percent how often BellSouth is able to meet ICG's desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date no later than October 1, 1997. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and ICG Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, no later than August 1, 1997. In addition, BellSouth and ICG shall jointly develop by July 1, 1997, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to ICG are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
<i>Business</i>	
1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	≤ 2 business days*
Lines/trunks with premises visit:	

* Under normal business conditions

Attachment 10

<i>Business</i>	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex) ^(sm)	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED
Unbundled Network Elements	
<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements by July 1, 1997.
FEATURE CHANGES	

* Under normal business conditions

Attachment 10

Orders received before 3:00 pm	Completed on day of receipt
Orders received after 3:00 p.m.	Completed before 5:00 p.m. next business day
SERVICE DISCONNECTS	
With no premises visits	
<i>Business or Residential</i>	Within 24 hours after receipt of Service Order

2.2 Committed Due Date Met:

Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$N = \text{Total Appointments Met}$

$D = \text{Total Appointments Set}$

2.3 No Trouble Reported Within 30 Days of Order Completion:

Measures reliability of service provided to ICG customers in first 30 days of service.

Measurement:

POTS: $N = \text{All troubles on service installed } \leq 30 \text{ days in a calendar month}$

$D = \text{Installations in a calendar month}$

Note: N and D are not the same order base.

Specials: $N = \text{Troubles on service installed } \leq 30 \text{ days}$

$D = \text{Installations in a calendar month}$

Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the service ordered will be provisioned.

Measurement:

$N = \text{Total Number of FOCs Sent for the segment of each 24 hour period}$

D = Total Number of FOCs Sent in a 24 hour period

BellSouth agrees to collect and measure data in 4 hour segments through September 1, 1997. At that time, ICG and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected.

Measurement:

N = Number of Rejects or Error Status Sent in ≤ 1 hour

D = Total Number of Rejects or Error Status Sent

2.6 Service Orders Provisioned As Requested:

(BellSouth and ICG agree to review appropriate information and develop a proposal to provide this measurement no later than August 1, 1997.

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

Measures average time it takes to restore to service Local Services, Network Elements, or Combinations.

Measurement:

N = Total Duration Time

D = Total Troubles

For Specials and Local Interconnection/Trunking:

N = Responsible Duration Time

D = Total Troubles

To the extent that ICG requests that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. Additionally, to the extent that ICG requests BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to meeting this request for hourly intervals as delineated by ICG, subject to an estimated one-time cost of \$20,000.00 and a

monthly recurring cost of \$500.00. ICG agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

Measures trouble reports from the same customer in a 30 day period.

$$N = \frac{\text{Total Repeats} < 30 \text{ days}}{\text{Total Troubles}}$$

$$D = \text{Total Troubles}$$

3.3 Trouble Resolution Notification

BellSouth shall inform ICG of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

3.4 ICG will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to Attachment 15. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$$N = \frac{\text{Total Appointments met}}{\text{Total Appointment set}}$$

$$D = \text{Total Appointment set}$$

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$$N = \frac{\text{Number of Trouble Reports per month}}{\text{Total number of Lines}}$$

$$D = \text{Total number of Lines}$$

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to ICG's Message Processing Center once daily.

Measurement:

N = Total Number of Messages Sent within six (6) calendar days
from Initial Recording

D = Total Number of Messages Sent

Target: $\geq 95\%$ of all messages will be delivered within 6
calendar days from initial recording.

4.2 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

N = Total number of Recorded Usage Data records delivered during
the current month that are within thirty (30) days of the message
create date.

-----X 100
D = Total number of Recorded Usage Data Records delivered during
the current month

Target: $\geq 98\%$ of all records delivered within 30
days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

$$\frac{N = \text{Total Number of Recorded Usage Data Transmitted Correctly}}{D = \text{Total Number of Recorded Usage Data Transmitted}} \times 100$$

D = Total Number of Recorded Usage Data Transmitted

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to ICG error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1. to 2 Months - Changes Which Need to be Made

R = Re-send (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and re-sends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to ICG all packs error free in the format agreed.

Measurement:

$$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{D = \text{Total Number of Data Packs Sent}}$$

D = Total Number of Data Packs Sent

Target: 96% of all Packs transmitted in a calendar month will be accepted.

5. BILLING (CONNECTIVITY BILLING AND RECORDING)

- 5.1 The Parties have agreed to negotiate a pre-bill certification (Future Optimum State - FOS) process as set forth in Section 12 of Attachment 6. This certification process shall include appropriate performance measurements and shall be completed within 120 days of execution of the Agreement.

6. DATA BASES

6.1 Line Information Data Base

- 6.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of Attachment 2.

- 6.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5 of Attachment 2.

- 6.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:

- 6.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.

- 6.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.

6.1.3.3 DELETED

- 6.1.3.4 Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include responses other than:

- 6.1.3.4.1 Missing Group - The group is not defined in LIDB (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)

- 6.1.3.4.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.

- 6.1.3.5 Once ICG requests LIDB screening pursuant to Section 13.4.2.20 of Attachment 2, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

7. ACCOUNT MAINTENANCE

- 7.1 When notified by a CLEC that an ICG Customer has switched to CLEC service, BellSouth shall provision the change, and notify ICG via

CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

N = Number of Local Service Changes From ICG to Another CLEC
Provisioned with Notification to ICG in One Business Day
D = Total Number of Local Service Changes from ICG to
Another CLEC Provisioned with Notification to ICG

- 7.2 When notified by ICG that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

N = Number of PIC Only Changes from One IEC to Another
Initiated by ICG Provisioned with Notification via the
Work Order Completion Feed in \leq One Business Day
D = Total Number of PIC Only Changes from One IEC to
Another Initiated by ICG Provisioned with Notification
via the Work Order Completion Feed

- 7.3 If notified by an interexchange carrier using an '01' PIC order record that an ICG Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

Measurement:

N = Number of PIC Change Requests for an ICG Local Customer
Rejected by BellSouth to IXC \leq One Business Day
D = Total Number of PIC Changes for an ICG Local Customer
Rejected by BellSouth to IXC

Attachment 11

Rates

Attachment 11
Exhibit 1

Alabama

ALABAMA

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Alabama Public Service Commission.

2. Local Service Resale

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Alabama, subject to the Commission's decision in Docket No. 25677.

Residential Service	17%
Business Service:	17%

3. Unbundled Network Elements

The interim prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ICG and BellSouth shall pay are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The interim prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ICG shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies.

TABLE 1

**BELLSOUTH / ICG INTERIM RATES - ALABAMA
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)**

NETWORK INTERFACE DEVICE (NID), per month	\$0.63
NONRECURRING CHARGE - customer transfer,	
feature additions, changes	\$5.00
UNBUNDLED EXCHANGE ACCESS LOOP (1) (4)	
- 2 Wire Analog Voice Grade Loop	\$18.00
NRC	\$55.20
- 4 Wire Analog Voice Grade Loop	\$28.80
NRC	\$55.20
- 2 Wire ISDN Digital Grade Loop	\$28.80
NRC	\$55.20
- 2 Wire ADSL/HDSL Loop	\$28.80
NRC	\$55.20
- 4 Wire HDSL Loop	\$28.80
NRC	\$55.20
- 4 Wire DS1 Digital Grade Loop	\$64.19
NRC First	\$675.00
NRC Add'l	\$315.00
LOOP CHANNELIZATION SYSTEM (DS1 to VG) (Inside C.O.)	
- Per system (DS1 to VG), Per Month	\$400.00
NRC	\$525.00
- Voice Interface - Per Circuit, Per Month	\$1.15
NRC	\$8.00
COLLOCATION - VIRTUAL (2)	
UNBUNDLED LOCAL USAGE, per mou (3)	
End Office Switching, per mou	\$0.0017
Tandem Switching, per mou	\$0.0015
Note(s):	
1. Loop rate includes the NID rate.	
2. The Commission did not order rates for Virtual Collocation. The rates displayed reflect BellSouth's proposed interim rates as set forth in FCC No. 1, Section 20. ICG's purchase of the unbundled local switching element will not include the vertical features and functions of the switch. In that scenario, ICG will be subject to the retail pricing provisions of Section 252 and must accordingly pay the retail rate for all tariffed vertical services less the wholesale discount. Vertical services which are not in the retail tariff but which can nonetheless be provided by the switch will be available at no additional charge, however.	

UNBUNDLED EXCHANGE PORTS, per month (4)	
- 2 Wire Analog Port, per month	\$2.50
NRC First	\$50.00
NRC Add'l	\$18.00
- 4 Wire Analog Port (Coin)	\$4.00
NRC First	\$50.00
NRC Add'l	\$18.00
- 2 Wire DID Port	\$12.08
NRC First	\$50.00
NRC Add'l	\$18.00
- 4 Wire DID Port	\$130.23
NRC First	\$50.00
NRC Add'l	\$18.00
- 2 Wire ISDN Digital Port	\$11.91
NRC First	\$150.00
NRC Add'l	\$120.00
- 4 Wire ISDN DS1 Port	\$308.00
NRC First	\$230.00
NRC Add'l	\$200.00
- 2 Wire Analog Hunting, Per Line Per Month	\$0.25
NRC	\$3.00
OPERATOR CALL PROCESSING ACCESS SERVICE	
- Operator Provided Call Handling, using BST LIDB, per mou	\$1.36
- Operator Provided Call Handling, using foreign LIDB, per mou	\$1.38
- Call Completion Access Termination Charge per call attempt	\$0.08
- Automated Call Handling, using BST LIDB, per attempt	\$0.07
- Automated Call Handling, using foreign LIDB, per attempt	\$0.09
DA Access Service Call, per call	\$0.25
DA Call Completion Access Service, per attempt	\$0.25
Number Services Intercept, per query	\$0.25
Inward Operator Services Access Service	
- Busy Line Verification, per call	\$0.90
- Emergency Interrupt, per call	\$1.95
DIRECTORY ASSISTANCE (DA) ACCESS SERVICE	
DA Database Service	
- Use Fee, per listing	\$0.035
- Monthly recurring charge	\$150.00
Direct Access to DA Service	
- DADAS Database Query Charge, per Query	\$0.023
- DADAS Database Service Charge, per month	\$5,000.00
- DADAS Service Establishment Charge	\$1,000.00
DA Transport	
- Sw. Local Channel - DS1 Level, per month	\$133.81

NRC First	\$866.87
NRC Add'l	\$486.83
- Sw. Dedicated Transport - DS1 level, Per Mile Per Month	\$23.00
- Facilities Termination, per month	\$90.00
NRC	\$100.49
- Switched Common Transport, per DA Acc. Svc. Call	\$0.0003
- Switched Common Transport, per DA Svc. Call Mile	\$0.00004
- Access Tandem Switching, per DA Acc. Svc. Call	\$0.00055
- DA Interconnection, per DA Acc. Svc. Call	\$0.00269
- Installation, trunk side svc., per trunk or signaling connection	
NRC First	\$915.00
NRC Add'l	\$100.00
UNBUNDLED EXCHANGE ACCESS IOC	
0-8 Miles, Fixed Per Month	\$30.00
Per Mile Per Month	\$2.05
9-25 Miles, Fixed Per Month	\$30.00
Per Mile Per Month	\$2.00
Over 25 Miles, Fixed Per Month	\$30.00
Per Mile Per Month	\$1.95
Nonrecurring Charge	\$97.00
DEDICATED TRANSPORT (DS1 Level)	
- DS1 per Facility Termination Per Month	\$90.00
NRC	\$100.49
- DS1 per Mile Per Month	\$23.00
- DS0 equivalent per terminal Per Month	\$38.37
NRC	\$25.00
- DS0 equivalent per Mile Per Month	\$1.90
COMMON TRANSPORT	
Per Mile per mou	\$0.00004
Facilities Termination per mou	\$0.00036
CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1)	
End Office Switching, per mou	\$0.0017
Tandem Switching, per mou	\$0.0015
Common Transport per mile per mou	\$0.00004
Common Transport Facility Termination, per mou	\$0.00036
Intermediary Tandem, per mou (2)	\$0.0015
Note(s):	
1. The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.004 and composite Tandem Interconnection rate of \$0.005 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

2. The Intermediary Charge applies only to intermediary traffic and is applied in addition to applicable interconnection charges.	
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UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection Links, A Link or B Link, 56 Kbps per Month	\$55.00
NRC	\$510.00
CCS7 Signaling Termination (Port) per STP, per Month	\$355.00
Call Set-up Message	\$0.000023
TCAP Message	\$0.000050
CCS7 Signaling Usage, per 56 Kbps Facility per Month	\$395.00
- Signaling usage surrogate, per 56 kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	
SERVICE CONTROL POINTS	
Line Information Database Access Service (LIDB)	
Validation (FCC No. 1, Sec. 19)	
- LIDB Common Transport, per query	\$0.00030
- LIDB Validation, per query	\$0.038
- Orig. Point Code Establishment or Change, per estab. or change	\$91.00
800 Access Ten Digit Screening Service	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, per query	\$0.0036
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, for 800 Numbers, w/ Optional Complex Features, per query	\$0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, per query	\$0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	\$0.00431
- Reservation Charge per 800 Number reserved	
NRC First	\$31.50
NRC Add'l	\$0.50
- Establishment Charge per 800 number established w/800 No. Delivery	
NRC First	\$69.90
NRC Add'l	\$1.50
- Est. Charge per 800 number est. w/POTS Number Delivery	
NRC First	\$69.90
NRC Add'l	\$1.50
- Change Charge per request	
NRC First	\$48.50
NRC Add'l	\$0.50

- Customized Area of Service Per 800 Number	
NRC First	\$3.00
NRC Add'l	\$1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number	
NRC First	\$3.50
NRC Add'l	\$2.00
- Call Handling and Destination Features per 800 number	\$3.00
AIN per signaling message	\$0.0006
Calling Name (CNAM) Query Service - DataBase Owner(1)	
- per query	\$0.016
AIN RELATED SERVICES with mediation (2)	To be negotiated
DARK FIBER	
- Per each four-fiber dry fiber arrangement	\$1,000.00
- Per each fiber strand per route mile or fraction thereof, per month	\$241.00
SELECTIVE ROUTING	
- Per Line or PBX Trunk, each	\$3.90
- NRC	\$10.00
Note(s): 1. The Commission did not order a rate for this service. The rate reflected here is BellSouth's proposed rate. 2. AIN related services are currently under development. The method for recovery of cost appropriately incurred during the design, development, testing and implementation of AIN mediation mechanisms remains an issue to be resolved. However, BellSouth is at least entitled to recover portions of the costs incurred in the design, development, testing and implementation of such mediation mechanisms.	

TABLE 2

RATES FOR PHYSICAL COLLOCATION
(prices are interim, subject to true-up)

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

RATES FOR VIRTUAL COLLOCATION

(prices are interim, subject to true-up)

Rates, terms, and conditions as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

TABLE 3

RIGHTS OF WAY

(prices are interim, subject to true-up)

BellSouth shall provide access to rights-of-way at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d). Following are interim rates for occupancy, subject to true-up:

Poles, per attachment, per year	\$4.20
Conduits, per foot, per year	\$.56
Work performed by BellSouth Employees	Labor rate developed in accordance with FCC Accounting rules for work performed by BellSouth Employees.

TABLE 5

NUMBER PORTABILITY
(Interim, Subject to true-up)

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths	\$1.50
-Residence Line, per number ported, 6 paths	\$1.25
-Additional capacity for simultaneous call forwarding, per additional path	\$0.50
-Rate per order, per end-user location	\$25.00

For LERG Reassignment, Route Index-Portability Hub, and Directory Number-Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for number portability to be established by the Alabama Public Service Commission.

TABLE 6

RECORDED USAGE DATA
(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 2

Florida

FLORIDA

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

2. Local Service Resale

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

3. Unbundled Network Elements

The prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

3.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that ICG does not need when two or more Network Elements are combined in a single order. BellSouth and ICG shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by ICG when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by ICG when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

4. Compensation For Call and Transport Termination

The prices that ICG and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The prices that ICG shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

TABLE 1

BELLSOUTH/ICG RATES - FLORIDA

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75

NRC, Add'l	\$ 5.50
End Office Switching	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge

Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)
NRC	\$100.49 (interim rate)
switched common	

per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	
per DA call	\$0.00055
Dedicated Transport	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00

Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and ICG shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$.00125 per MOU \$.00200 per MOU \$.00325 per MOU
(2) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$.003 and composite-tandem interconnection rate of \$.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION

The following are interim rates, subject to true-up based on permanent rates.
Permanent rates will be set once BellSouth files appropriate TSLRIC cost studies and such studies are reviewed and approved by the Florida PSC.

PHYSICAL COLLOCATION

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

VIRTUAL COLLOCATION

Rates for Virtual Collocation as tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole Attachment	\$4.20 per attachment, per year
Conduit, per foot	\$0.56 per foot, per year
Work performed by BellSouth Employee, per hour	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 5

LOCAL NUMBER PORTABILITY

ICG and BellSouth shall pay its own costs in the provision of interim number portability. ICG and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

TABLE 6

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 3

Georgia

GEORGIA

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Georgia Public Service Commission.

2. Local Service Resale

The prices that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Georgia:

Residential Service	20.30%
Business Service:	17.30%

The prices that ICG pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. Unbundled Network Elements

The interim prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ICG shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The interim prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ICG shall pay to BellSouth are set forth in Table 3.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 4.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 5.

8. **Electronic Interfaces**

As stated in the Georgia Public Service Commission's Supplemental Order issued in Docket No. 6352-U, all costs incurred by BellSouth to implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, the Georgia Public Service Commission shall initiate a separate hearing to address the matter upon filing of a petition by an affected party.

9. **Interim Pricing**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim price shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long

as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and ICG is entitled to be a full party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic de-averaging of unbundled element prices, which de-averaged prices, if any are required by said final order, shall form the basis of any true-up.
4. ICG shall retain its ability under Section 252(l) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

BELLSOUTH/ICG INTERIM RATES - GEORGIA

UNBUNDLED NETWORK ELEMENTS

(all rates are subject to true-up)

Network Interface Device, Per Month	\$0.53		
Loops, including NID, Per Month			
2 wire analog voice grade loop	\$14.22		
NRC	\$25.80		
4 wire analog voice grade loop	\$22.75		
NRC	\$25.80		
2 wire ADSL/ISDN	\$17.00		
NRC	\$25.80		
4 wire HDSL	\$27.20		
NRC	\$25.80		
2 wire ISDN Digital	\$27.20		
NRC	\$25.80		
4 wire DS1 Digital grade loop	\$117.00		
NRC	\$665.00	First	
	\$315.00	Add'l	
Local Switching, Per Month			
2 wire analog port	\$1.13		
NRC	\$50.00	First	
	\$18.00	Add'l	
4 wire analog port (Coin)	\$1.13		
NRC	\$50.00	First	
	\$18.00	Add'l	
2 wire DID port	\$12.68		
NRC	\$50.00	First	
	\$18.00	Add'l	
4 wire DID port	\$120.00		
NRC	\$230.00	First	
	\$200.00	Add'l	
2 wire ISDN	\$13.50		
NRC	\$150.00	First	
	\$120.00	Add'l	
4 wire ISDN	\$308.00		
NRC	\$230.00	First	
	\$200.00	Add'l	
Rotary Service (hunting)	\$0.20		
NRC	\$3.00	First	
	\$3.00	Add'l	
Local Switching			
End Office Switching, per Minute of use	\$0.0016		
Tandem Switching, per minute of use	\$0.0017		
Local Transport			
Dedicated Transport - DS1 Level - per mile per month	\$1.60		
DS1 - Facility Termination, per month	\$59.75		
DS1 - Facility Termination, NRC	\$100.49		
Dedicated Transport - DS0 Level - per mile per month	\$.10		
DS0 - Facility Termination, per month	\$2.75		
DS0 - Facility Termination, NRC	\$24.01		

Common Transport - per mile per month	\$0.00012
DS0 - Facility Termination, per mou	\$0.00036

Unbundled Signaling		
Signaling Links		
A link	\$19.97 per link	
D link	\$25.25 per link	
Signal Transfer Points		
ISUP	\$0.00005 per message	
TCAP	\$0.00005 per message	
Signaling Usage Surrogate, per 56 Kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	\$395.00	
Signal Control Points		
AIN	Interim Rates to be Negotiated	
LIDB	\$0.00075 per message	
Originating point code establishment or change, per establishment or change	\$91.00	
800/888 Access Ten Digit Screening Service		
Per 800 call utilizing access ten digit screening service w/800 number delivery	\$0.00075 per message	
Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features	\$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery	\$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features	\$0.00075 per message	
NRC Reservation charge, per 800 number reserved	First \$27.50	Add'l. \$.50
NRC Establishment charge, per 800 number established with 800 Number Delivery	First \$63.00	Add'l. \$2.00
NRC Establishment charge, per 800 number established with POTS number delivery	First \$63.00	Add'l. \$2.00
NRC Change charge, per request	First \$42.00	Add'l. \$.50
NRC customized area of service, per 800 number	First \$3.00	Add'l. \$1.50
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	First \$3.50	Add'l. \$2.00
NRC call handling and destination features, per 800 number	\$3.00	
Operator Systems		
Operator Provided Call Handling	\$0.30 per call	
Fully Automated Call Handling	\$0.07 per attempt	
Directory Assistance		
Directory Assistance	\$0.20 per call	
DA Call Completion	\$0.05 per attempt	
Number Services Intercept	\$0.04 per query	
DA -switched local channel DS1 level, per local channel	\$133.81	
NRC First	\$866.97	
NRC Add'l	\$486.83	
DA-Switched dedicated transport - DS1 level, per mile	\$23.50	
NRC	\$100.49	

DA-switched common transport, per DA Acc. Svc Call	\$0.00036	
DA-switched common transport, per DA acc svc call mi.	\$0.00004	
DA - access tandem switching, per DA access svc call	\$0.00055	
DA - interconnection, per DA access service call	\$0.00269	
Installation, per DA access service call	\$915.00	First
	\$100.00	Add'l
DA database service - use fee, per DAD customer's end user request	\$0.035	
DA database Service - monthly recurring charge	\$150.00	
Direct access to DA service		
NRC DADAS service establishment charge	\$1,000.00	
DADAS database service charge, per month	\$5,000.00	
DADAS per query charge	\$0.023	
Selective Routing		
One time charge	\$10.00	per line or PBX trunk
Dark Fiber		
Per each fiber strand per route mile or fraction thereof	\$0.0456	per foot
Per each four-fiber dry fiber arrangement	\$1000.00	per arrangement
CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1)		
(1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.003 and composite Tandem Interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.		

PHYSICAL COLLOCATION

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole attachment	\$4.20 per attachment
Conduit	\$0.56 per foot
Work performed by BellSouth employees, per hour	Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees

LOCAL NUMBER PORTABILITY

Service Provider Number Portability - Remote Call Forwarding	Monthly Recurring	Non-Recurring
Rate, per ported number, residential	\$1.25 per path	
Rate, per ported number, business	\$1.50 per path	
Additional capacity for simultaneous call forwarding, per additional path	\$0.50	
Rate per order, per end user location		\$25.00

For LERG Reassignment, Route Index - Portability Hub, and Directory Number - Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for interim number portability that the Georgia Public Service Commission will establish in Docket No. 5840-U.

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 4

Kentucky

KENTUCKY

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Kentucky Public Service Commission.

2. Local Service Resale

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Kentucky.

Residential Service	16.79%
Business Service:	15.54%

3. Unbundled Network Elements

The prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The prices that ICG shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The prices that ICG shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the ICG on a fairly apportioned basis. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Kentucky Public Service Commission to initiate a separate hearing to address the matter.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up on a prospective basis as determined by the Commission.

TABLE 1

**BELLSOUTH/ICG RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS**

Network Interface Device, Per Month	\$1.80
Unbundled Loops	
2 Wire Analog VG Loop, per month	
Standard - with NID	\$20.00
Standard - without NID	\$18.20
Nonrecurring, with or without NID - First	\$86.08
Nonrecurring, with or without NID - Add'l	\$58.57
2 Wire Analog VG Loop, per month	
Customized - with NID	\$23.35
Customized - without NID	\$21.41
Nonrecurring, with or without NID - First	\$236.75
Nonrecurring, with or without NID - Add'l	\$177.10
4 Wire Analog VG Loop, per month	
Standard - with NID	\$28.28
Standard - without NID	\$26.38
Nonrecurring, with or without NID - First	\$457.14
Nonrecurring, with or without NID - Add'l	\$348.83
2 Wire ISDN Digital Grade Loop, per month	
Standard - with NID	\$31.99
Standard - without NID	\$29.65
Nonrecurring, with or without NID - First	\$541.28
Nonrecurring, with or without NID - Add'l	\$431.61
2 Wire ADSL Loop, per month	
Standard - with NID	\$11.89
Standard - without NID	\$10.63
Nonrecurring, with or without NID - First	\$713.50
Nonrecurring, with or without NID - Add'l	\$609.44
2 Wire HDSL Loop, per month	
Standard - with NID	\$8.51
Standard - without NID	\$7.40
Nonrecurring, with or without NID - First	\$713.50
Nonrecurring, with or without NID - Add'l	\$609.44
4 Wire HDSL Loop, per month	
Standard - with NID	\$10.39
Standard - without NID	\$9.70
Nonrecurring, with or without NID - First	\$748.93
Nonrecurring, with or without NID - Add'l	\$646.17
4 Wire DS1 Digital Grade Loop, per month	\$67.96
Nonrecurring - First	\$849.80
Nonrecurring - Additional	\$523.27
Loop Channelization System - For Unbundled Loops	
Unbundled Loop System (DS1 to VG) per system, per month	\$429.33
Nonrecurring - First	\$664.06
Nonrecurring - Additional	\$166.55
Central Office Interface Per Circuit, per month	\$1.26
Nonrecurring - First	\$46.68
Nonrecurring - Additional	\$46.38

Local Switching, Per Month	
2 wire analog	\$2.61
Nonrecurring, Residence - First	\$37.78
Nonrecurring, Residence - Additional	\$37.78
Nonrecurring, Business, First	\$37.55
Nonrecurring, Business - Additional	\$37.55
Nonrecurring, PBX, First	\$36.47
Nonrecurring, PBX - Additional	\$36.47
4 wire Analog (Coin)	\$3.04
Nonrecurring - First	\$40.71
Nonrecurring - Additional	\$40.71
4 wire ISDN DS1	\$275.48
Nonrecurring - First	\$181.27
Nonrecurring - Additional	\$116.42
2 wire ISDN Digital	\$12.33
Nonrecurring - First	\$90.48
Nonrecurring - Additional	\$84.53
Nonrecurring - User Profile per B Channel	\$5.61
2 wire Analog Hunting - per line	\$.29
Nonrecurring	\$2.14
Local Switching, per Minute Of Use	
End Office Switching	\$.002562
Tandem Switching	\$.001096
Local Switching Features, functions, capabilities	No additional charge
Common Transport	
Common Transport, per mile, per MOU	\$.0000049
Common Transport - Facility Termination, per MOU	\$.000426
Dedicated Transport	
DS1, per mile, per month	\$.45
DS1, Facility Termination, per month	\$55.05
Nonrecurring - First	\$298.18
Nonrecurring - Additional	\$231.23
Exchange Access Interoffice Channel	
0 - 8 miles, fixed per month	\$16.14
per mile, per month	\$.0301
9 -25 miles, fixed, per month	\$17.18
per mile, per month	\$.0726
Over 25 miles, fixed, per month	\$18.41
per mile, per month	\$.0831
Nonrecurring - First	\$181.93
Nonrecurring - Additional	\$75.56
Operator Systems	
Operator Call Processing Access Service	
Operator Provided, per minute	
Using BST LIDB	\$1.6016
Using Foreign LIDB	\$1.6249
Fully Automated, per attempt	
Using BST LIDB	\$.0856
Using Foreign LIDB	\$.1071

Operator Systems, continued	
Inward Operator Services Access Service	
Verification, per call	\$1.00
Emergency Interrupt, per call	\$1.111
Directory Assistance	
Directory Assistance Access Service Calls	
Per call	\$.3136
Recording cost per announcement	\$1,664.89
Loading cost per audio unit	\$244.04
Directory Assistance Database Service	
Use Fee, per DADS customer's EU request/Listing	\$.0193
Monthly recurring	\$120.76
Direct Access to Directory Assistance Service (DADAS)	
Database service charge, per month	\$7,235.01
Database Query Charge, per query	\$.0052
Nonrecurring - DADAS service establishment	\$1,186.94
DACC Access Service	
Per Call Attempt	\$.058
Number Service Intercept Access Service	
Per Intercept Query	\$.0086
Per Intercept Query Update	\$.0055
Directory Transport	
Switched Common Transport per DA Service Call	\$.000175
Switched Common Transport per DA service call mile	\$.000004
Access Tandem Switched per DA service call	\$.000783
Switched Local Channel - DS1 level, per month	\$36.32
Nonrecurring - First	\$637.46
Nonrecurring - Additional	\$546.94
Switched Dedicated Transport - DS1 level, per mile, per month	\$.45
Facilities Termination, per month	\$55.05
Nonrecurring - First	\$298.18
Nonrecurring - Additional	\$231.18
Nonrecurring installation per trunk or signaling connection - First	\$501.98
Nonrecurring installation per trunk or signaling connection - Additional	\$13.32
CCS7 Signaling Transport Services	
Signaling connection Link, per month	\$16.31
Nonrecurring	\$354.95
Signaling Termination (Port), per month	\$174.08
Signaling Usage surrogate, per 56 Kbps facility, per month	\$329.98
Signaling Usage, per call setup message	
Signaling Usage, per TCAP message	\$.000037893
	\$.000102042

800 Access Ten Digit Screening Service	
800/POTS Number Delivery, per query	\$.0010
800/POTS number delivery with optional complex features, per query	\$.0011
800/800 number delivery, per query	\$.0010
800/800 number delivery with optional complex features, per query	\$.0011
Nonrecurring	
Per 800 number reserved - First	\$10.05
Per 800 number reserved - Additional	\$1.19
Per 800 number established with 800 number delivery - First	\$30.59
Per 800 number established with 800 number delivery - Additional	\$3.22
Per 800 number established with POTS number delivery - First	\$30.59
Per 800 number established per POTS number delivery - Additional	\$3.22
Customized area of service per 800 number - First	\$6.97
Customized area of service per 800 number - Additional	\$3.49
Multiple InterLATA Carrier routing per Carrier/800 number - First	\$8.16
Multiple InterLATA Carrier routing per Carrier/800 number - Additional	\$4.67
Change Charge per request - First	\$11.24
Change Charge per request - Additional	\$1.19
Call handling and Destination Features per 800 Number	\$6.97
Line Information Database Access Service	
Common Transport, per query	\$.00006
Validation, per query	\$.00938
Nonrecurring - Establishment or change	\$107.60
Call Transport and Termination (1)	
End Office switching, per MOU	\$.002562
Tandem Switching, per MOU	\$.001096
Common Transport, facility termination per MOU	\$.0000049
Common Transport, per mile per MOU	\$.000426
Intermediary Tandem, per MOU	\$.001096
Selective Routing (Interim price)	
Nonrecurring	\$10.00
Operational Support System	
OSS Electronic Interface, per order	\$10.89
(1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.004 and composite Tandem Interconnection rate of \$0.008 until approximately January, 1998, unless otherwise agreed to by the Parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

TABLE 1

**BELLSOUTH/ICG RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS**

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Page 7
BLE 2

Interface Device, Per Month	\$1.80
Loop Loops	
1 Wire Analog VG Loop, per month	
Standard - with NID	\$20.00
Standard - without NID	\$18.20
Nonrecurring, with or without NID - First	\$86.08
Nonrecurring, with or without NID - Add'l	\$58.57
2 Wire Analog VG Loop, per month	
Customized - with NID	\$23.35
Customized - without NID	\$21.41
Nonrecurring, with or without NID - First	\$236.75
Nonrecurring, with or without NID - Add'l	\$177.10
4 Wire Analog VG Loop, per month	
Standard - with NID	\$28.28
Standard - without NID	\$26.38
Nonrecurring, with or without NID - First	\$457.14
Nonrecurring, with or without NID - Add'l	\$348.83
2 Wire ISDN Digital Grade Loop, per month	
Standard - with NID	\$31.99
Standard - without NID	\$29.65
Nonrecurring, with or without NID - First	\$541.28
Nonrecurring, with or without NID - Add'l	\$431.61
2 Wire ADSL Loop, per month	
Standard - with NID	\$11.89
Standard - without NID	\$10.63
Nonrecurring, with or without NID - First	\$713.50
Nonrecurring, with or without NID - Add'l	\$609.44
2 Wire HDSL Loop, per month	
Standard - with NID	\$8.51
Standard - without NID	\$7.40
Nonrecurring, with or without NID - First	\$713.50
Nonrecurring, with or without NID - Add'l	\$609.44
4 Wire HDSL Loop, per month	
Standard - with NID	\$10.39
Standard - without NID	\$9.70
Nonrecurring, with or without NID - First	\$748.93
Nonrecurring, with or without NID - Add'l	\$646.17
4 Wire DS1 Digital Grade Loop, per month	\$67.96
Nonrecurring - First	\$849.80
Nonrecurring - Additional	\$523.27
Loop Channelization System - For Unbundled Loops	
Unbundled Loop System (DS1 to VG) per system, per month	\$429.33
Nonrecurring - First	\$664.06
Nonrecurring - Additional	\$166.55
Central Office Interface Per Circuit, per month	\$1.26
Nonrecurring - First	\$46.68
Nonrecurring - Additional	\$46.38

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

DARK FIBER

Temporary rates for dark fiber are as follows:

Per each fiber strand, per month, per route mile or fraction thereof	\$241.00
NRC, per each four-fiber dry fiber arrangement	
First	\$1,808.19
Additional	\$922.95

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d). The following rates will apply at this time:

Access to poles	\$4.20 per year
Access to conduits	\$0.56 per foot
Work performed by BST employees	Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST

TABLE 5

INTERIM NUMBER PORTABILITY

BellSouth and ICG will each bear their own costs of providing remote call forwarding as an interim number portability option.

For LERG reassignment, route index-portability hub, and directory number-route index, the parties agree to continue to work toward interim rates that shall be subject to true-up according to permanent rates that the Kentucky Public Service Commission will establish in upcoming cost proceedings.

TABLE 6

RECORDED USAGE DATA

OSS OLEC Daily Usage File	
Recording per message	\$.0008611
Message distribution, per message	\$.0032357
Message distribution, per magnetic tape provisioned	\$55.68
Data Transmission (CONNECT:DIRECT) per message	\$.0000365

Attachment 11
Exhibit 5

Louisiana

LOUISIANA

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Louisiana Public Service Commission.

2. Local Service Resale

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Louisiana.

Residential Service	20.7%
Business Service:	20.7%

3. Unbundled Network Elements

The prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The prices that ICG shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The prices that ICG shall pay to BellSouth are set forth in Table 3.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 4.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 5.

8. **Electronic Interfaces**

All costs prudently incurred by BellSouth to implement operational interfaces based on ICG-provided specifications shall be borne by ICG. If any future CLEC utilizes any electronic interface developed by BellSouth for ICG, the CLEC shall reimburse ICG for its cost incurred on a pro-rata basis determined on actual usage. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Louisiana Public Service Commission to initiate a separate hearing to address the matter.

42. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up upon the establishment of final rates based upon the findings of the final order in Docket U-22022 (or any other appropriate Commission proceeding). At such time as a final order issues in Docket U-22022 rates will be re-calibrated accordingly. To the extent that ICG has actually purchased unbundled services from BellSouth prior to that time, the Parties will reimburse each other for the difference between the interim rates and those rates established in Docket U-22022.

TABLE 1

**BELLSOUTH/ICG RATES - LOUISIANA
UNBUNDLED NETWORK ELEMENTS
(all prices are interim at this time)**

Network Interface Device, Per Month	\$0.68
Loop, including NID	
2 Wire	\$19.08
NRC	\$34.00
4 Wire	\$27.78
NRC	\$34.00
2 Wire ISDN	\$28.88
NRC	\$34.00
DS1	\$105.00
NRC	\$360.00 First/\$165.00 Additional
2W ADSL/HDSL	\$19.08
NRC	\$34.00
4W HDSL Loop	\$27.78
NRC	\$34.00
Loop Channelization System (inside C.O.)	
Per-System, Per Month (DS1 to VG)	\$400.00
NRC	\$525.00
Voice Interface-Per Circuit, Per Month	\$ 1.15
NRC	\$ 8.00
Local Switching, Monthly (Unbundled switching does not include the features, functions, and capabilities used to provide vertical services like Caller ID, Call Waiting, and Call Return when these features, functions, and capabilities are used by ICG to offer services identical to BellSouth's retail vertical services.)	
2 Wire, per port, per month	\$2.15
NRC	\$25.00 First/\$9.00 Additional
4 Wire, per port, per month	\$2.92
NRC	\$25.00 First/\$9.00 Additional
2 Wire DID, per port, per month	TBD
NRC	TBD
DS1 DID, per port, per month	TBD
NRC	TBD
2 Wire ISDN, per port, per month	\$14.18
NRC	\$75.00 First/\$60.00 Additional
DS1 ISDN, per port, per month	\$328.59
NRC	\$115.00 First/\$100.00 Additional
Hunting, Per Month	\$0.23
, NRC	\$1.50
Local Switching, Per MOU	\$0.001599
Tandem Switching, per MOU	\$0.001231
Operator Systems	
Operator Call Handling, per call	\$0.40
Automated Call Handling, using BST LIDB, per attempt	\$0.07

Automated Call Handling, using foreign LIDB, per attempt	\$0.09
Busy Line Verification, per call	\$0.85
Verify and Emergency Interrupt, per call	\$1.45
Directory Assistance	
DA Access Service, per call	\$0.2187
DA Call Completion, per attempt	\$0.0170
DA Transport	
Switched Common Transport, per call	\$0.000204
Switched Common Transport, per call mile	\$0.000003
Access Tandem, per call	\$0.000820
Intercept, per query	\$0.0201
DA Database Service	
Use Fee, per listing	\$0.0275
Monthly Recurring Charge	\$137.50
Direct Access to DA Service	
DADAS Database Query Charge, Per Query	TBD
DADAS Database Service Charge, Per Month	TBD
DADAS Service Establishment Charge	TBD
Dedicated Transport	
VG Analog IOC - both ends	
0-8 mile - fixed, per month	\$12.61
- per mile, per month	\$0.0027
9-25 mile - fixed, per month	\$13.01
- per mile, per month	\$0.0314
> 25 - fixed, per month	\$13.24
- per mile, per month	\$0.0463
NRC, per IOC	\$50.00
DSI Transport	
DS1 IOC, facility termination, per month	\$71.64
DS1 IOC, per mile, per month	\$8.38
DS1 IOC, NRC	\$50.25
Common Transport	
Per MOU	\$0.000324
Per mile, per MOU	\$0.00002
Signaling Links/ STPs	
56KBPS-A Link or D Link, per month	\$3.27
NRC	\$255.00
ISUP Message	\$0.0000035
TCAP Message	\$0.0000120
STP Port, per month	\$87.59
CCS7 Signaling Usage Surrogate, per 56Kbps facility, per month, when measurement capabilities not available.	\$197.50
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	\$0.0027
per 800 call, with 800 Number Delivery, with complex features, per query	\$0.0029
per 800 call, with POTS No. Delivery, per query	\$0.0027
per 800 call, with POTS Number Delivery, with complex features, per query	\$0.0029

Reservation charge per 800 number reserved	
NRC - First	\$20.00
NRC - Additional	\$0.50
Establishment charge per 800 number established with 800 number or POTS number delivery	
NRC - First	\$41.00
NRC - Additional	\$1.50
Change charge per request	
NRC - First	\$29.50
Additional	\$0.50
Customized Area of Service, per 800 number	
NRC - First	\$3.00
NRC - Additional	\$1.50
Multiple interLATA Carrier Rt. per carrier requested, per 800 number	
NRC - First	\$3.50
NRC - Additional	\$2.00
Call Handling and Destination Features per 800 number	\$3.00
Line Information Database Access Service	
LIDB Common Transport, per query	\$0.00018
LIDB Validation, per query	\$0.0237
Nonrecurring point code establishment or change charge	\$91.00
Other SCPs/ Databases	
AIN, per query	TBD
Calling Name (NAM) Query Service, per query	\$0.016
Call Transport and Termination (1)	
Termination	
Transport	
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the Parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

TABLE 2

PHYSICAL COLLOCATION
(all prices are interim at this time)

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

VIRTUAL COLLOCATION
(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to ICG for rights-of-way shall be the lowest rate negotiated by BellSouth for existing or future license agreements. All rates charged to ICG for poles, conduits, and rights of way shall be provided under standard licensing agreements complying with all pertinent rules and regulations of the Louisiana Public Service Commission. Interim pole and conduit occupancy rates are as follows:

Poles	\$4.20 per year
Conduit	\$.56 per ft., per year
Work by BellSouth Employees	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 4

INTERIM NUMBER PORTABILITY

Interim rates for remote call forwarding shall be as follows, subject to true-up at the time permanent cost recovery mechanisms are established:

Business, per number ported	\$1.50
Residence, per number ported	\$1.25
Additional capacity for simultaneous	\$.50
Call forwarding, per additional path	
NRC per order, per end use - location	\$25.00

For LERG reassignment, route index-portability hub, and directory number-route index, the parties agree to continue to work toward interim rates that shall be subject to true-up according to permanent rates that the Louisiana Public Service Commission will establish in upcoming cost proceedings.

TABLE 5

RECORDED USAGE DATA
(all prices are interim at this time)

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 6

Mississippi

MISSISSIPPI
PRICING

34. **General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and Mississippi Public Service Commission.

35. **Local Service Resale**

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Mississippi.

Residential Service:	15.75%
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Business Service:	15.75%
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36. **Unbundled Network Elements**

The prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1. Unbundled local switching does not include vertical features.

37. **Compensation For Call and Transport Termination**

The prices that ICG and BellSouth shall pay are set forth in Table 1.

38. **Ancillary Functions**

38.1 Collocation - The prices that ICG shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that ICG shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that ICG shall pay to BellSouth are set forth in Table 4.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

40. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

41. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the carriers who utilize the services. A cost sharing mechanism which may include a three (3) to five (5) year amortization period, shall be developed when BellSouth provides a final cost estimate. If there is a disagreement between the Parties regarding cost recovery issues, an affected party may petition the Mississippi Public Service Commission to initiate a separate hearing to address the matter.

42. **AIN**

Should BellSouth seek reimbursement from ICG for the cost of the development of any AIN mediation device, BellSouth shall provide ICG with the right to review and challenge BellSouth's plan, implementation schedule, cost budgets and other factors related to developing and implementing any such mediation device. If the Parties disagree on the appropriateness of any factor and are unable to reconcile their differences, the Parties may seek resolution by the Mississippi Public Service Commission.

43. **True-Up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies as determined by the Commission.

BELLSOUTH/ICG INTERIM RATES - MISSISSIPPI
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

NETWORK INTERFACE DEVICE (NID), per month	\$	0.67
NONRECURRING CHARGE-customer transfer, records changes, additions excluding new access lines.	\$	5.00
UNBUNDLED EXCHANGE ACCESS LOOPS		
- 2 Wire Analog Voice Grade Loop	\$	25.24
NRC - First (1)	\$	25.00
NRC - Add'l (1)	\$	10.00
- 4 Wire Analog Voice Grade Loop	\$	38.02
NRC - First (1)	\$	25.00
NRC - Add'l (1)	\$	10.00
- 2 Wire ISDN Digital Grade Loop	\$	36.47
NRC (1)	\$	25.00
- 2 Wire ADSL/HDSL Loop	\$	25.24
NRC - First	\$	25.00
NRC - Add'l	\$	10.00
- 4 Wire HDSL Loop	\$	38.02
NRC - First	\$	25.00
NRC - Add'l	\$	10.00
- 4 Wire DS1 Digital Grade Loop	\$	77.39
NRC First	\$	300.00
NRC Add'l	\$	250.00
LOOP CHANNELIZATION SYSTEM (Inside C.O.)		
- Per system, Per Month (DS1 to VG)	\$	397.55
NRC	\$	350.00
- Voice Interface - Per Circuit, Per Month	\$	1.24
NRC	\$	8.00
LOCAL SWITCHING, Per Month		
- 2 Wire Analog Port, per month	\$	1.99
NRC First	\$	3.50
NRC Add'l	\$	3.50
- 4 Wire Analog Port (Coin)	\$	2.28
NRC First	\$	3.50
NRC Add'l	\$	3.50
- 2 Wire DID Port	\$	12.08
NRC First	\$	50.00
NRC Add'l	\$	50.00
- 4 Wire DS1 Port w/DID capability	\$	130.23
NRC First	\$	60.00
NRC Add'l	\$	60.00
- 2 Wire ISDN Digital Port	\$	11.73
NRC First	\$	50.00
NRC Add'l	\$	50.00
- 4 Wire ISDN DS1 Port	\$	270.36
NRC First	\$	75.00
NRC Add'l	\$	75.00
- 2 Wire Analog Hunting, Per Line Per Month	\$	0.12
NRC	\$	-
LOCAL SWITCHING USAGE, Per MOU		
- End Office Switching, usage, per mou	\$	0.00221
Note(s):		
1. Nonrecurring charge applies only when field work is required.		

**BELLSOUTH/ICG INTERIM RATES - MISSISSIPPI
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)**

TABLE 1

TANDEM SWITCHING, PER mou	\$	0.003172
UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Links		
- A Link, per link	\$	19.75
- D Link, per link	\$	25.25
CCS7 Signal Transfer Points		
- ISUP, per message	\$	0.00005
- TCAP, per message	\$	0.00005
CCS7 Signaling Usage, per 56 Kbps Facility per Month	\$	395.00
- Signaling usage surrogate, per 56 kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.		
SERVICE CONTROL POINTS		
Line Information Database Access Service (LIDB)		
Validation (FCC No. 1, Sec. 19)		
- LIDB Common Transport, per query	\$	0.00004
- LIDB Validation, per query	\$	0.00499
- Orig. Point Code Establishment or Change, per estab. or change	\$	91.00
800 Access Ten Digit Screening Service		
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Del, per query	\$	0.00115
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	\$	0.0012
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/POTS No. Del,per query	\$	0.00115
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	\$	0.0012
- Reservation Charge per 800 Number reserved		
NRC First	\$	5.00
NRC Add'l	\$	0.50
- Establishment Charge per 800 number established w/800 No. Delivery		
NRC First	\$	5.00
NRC Add'l	\$	2.00
- Est. Charge per 800 number est. w/POTS Number Delivery		
NRC First	\$	5.00
NRC Add'l	\$	2.00
- Change Charge per request		
NRC First	\$	5.00
NRC Add'l	\$	0.50
- Customized Area of Service Per 800 Number		
NRC First	\$	3.00
NRC Add'l	\$	1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number		
NRC First	\$	3.50
NRC Add'l	\$	2.00
- Call Handling and Destination Features per 800 number	\$	3.00
AIN per signaling message	\$	0.0006
Calling Name (CNAM) Query Service - DataBase Owner		
- per query	\$	0.016
CALL TRANSPORT AND TERMINATION (1)		
End Office Interconnection, per mou	\$	0.0026
Tandem Interconnection, per mou	\$	0.0083
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.004 and composite tandem interconnection rate of \$0.012 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.		

OPERATOR CALL PROCESSING ACCESS SERVICE	
- Operator Provided Call Handling, per call	\$ 0.30
- Automated Call Handling, using BST LIDB, per attempt	\$ 0.0740
- Automated Call Handling, using foreign LIDB, per attempt	\$ 0.0950
DA Access Service Call, per call	\$ 0.26625
DA Call Completion Access Service, per attempt	\$ 0.0287
Number Services Intercept, per query	\$ 0.00915
Inward Operator Services Access Service	
- Busy Line Verification, per call	\$ 0.81
- Emergency Interrupt, per call	\$ 0.97
DIRECTORY ASSISTANCE (DA) ACCESS SERVICE	
DA Database Service	
- Use Fee, per listing	\$ 0.0192
- Monthly recurring charge	\$ 120.64
DA Transport	
- Sw. Local Channel - DS1 Level	\$ 70.00
NRC First	\$ 300.00
NRC Add'l	\$ 250.00
- Sw. Dedicated Transport - DS1 level, Per Mile Per Month	\$ 1.60
- Facilities Termination, per month	\$ 59.75
NRC	\$ 100.49
- Switched Common Transport, per DA Acc. Svc. Call	\$ 0.001918
- Switched Common Transport, per DA Svc. Call Mile	\$ 0.00003
- Access Tandem Switching, per DA Acc. Svc. Call	\$ 0.00245
- Installation, trunk side svc., per trunk or signaling connection	
First	\$ -
Add'l	\$ -
UNBUNDLED EXCHANGE ACCESS IOC (Voice)	
0-8 Miles, Fixed Per Month	\$ 16.89
Per Mile Per Month	\$ 0.007
9-25 Miles, Fixed Per Month	\$ 16.89
Per Mile Per Month	\$ 0.007
Over 25 Miles, Fixed Per Month	\$ 18.26
Per Mile Per Month	\$ 0.0775
Nonrecurring Charge	\$ 10.00
DEDICATED TRANSPORT (DS1 & DS3 Levels)	
- DS1, Facility Termination, per month	\$ 59.75
NRC	\$ 100.49
- DS1, per mile, per month	\$ 1.60
- DS3, Facility Termination, per month	\$ 600.00
NRC	\$ 67.19
- DS3, per mile, per month	\$ 40.00
- Digital Cross Connects (3/3, 3/1, 1/0)	To be neg.by the Parties(1)
COMMON TRANSPORT	
Per Mile	\$ 0.000012
Facilities Termination, per mou	\$ 0.00036
Note(s):	
(1) Neither Party is requesting the Arbitration Panel set rates at this time.	

PHYSICAL COLLOCATION

(all prices are interim at this time)

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

VIRTUAL COLLOCATION

(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way under standard licensing agreements at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

Table 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts, under standard licensing agreements at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

INTERIM NUMBER PORTABILITY

Until a permanent rate and an appropriate cost sharing mechanism are established, ICG and BellSouth shall each track the number of interim number portability arrangements they have provided. Based on the permanent rate, ICG and BellSouth will true-up their costs with interest. BellSouth shall provide cost studies to assist in establishing a permanent rate within six (6) months.

RECORDED USAGE DATA
(Interim Rates subject to True-Up)

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 7

North Carolina

NORTH CAROLINA

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the North Carolina Utilities Commission.

2. Local Service Resale

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in North Carolina.

Residential Service	21.50%
Business Service:	17.60%

3. Unbundled Network Elements

The interim prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ICG and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The interim prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ICG shall pay to BellSouth are set forth in Table 3.

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 4.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 5.

8. **Electronic Interfaces**

All costs incurred by BellSouth to include implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the North Carolina Utilities Commission to initiate a separate hearing to address the matter.

42. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and ICG is entitled to be a full party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic de-averaging of unbundled element prices, which de-averaged prices, if any are required by said final order, shall form the basis of any true-up.
4. ICG shall retain its ability under Section 252(l) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

**BELLSOUTH/ICG INTERIM RATES-NORTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(all rates are subject to true-up)**

Network Interface Device, Per Month	\$0.52 per NID
Loops, including NID, Per Month	
2 Wire Analog	\$16.71 per loop
NRC	\$86.50 First/ \$27.80 Add'l
4 Wire Analog	\$27.20
NRC	\$86.50 First/ \$27.80 Add'l
2 Wire ADSL/HDSL	\$17.00
NRC	\$280.15 First/ \$243.91 Add'l
4 Wire HDSL	\$27.20
NRC	\$291.43 First/ \$255.46 Add'l
2 Wire ISDN	\$27.20
NRC	\$276.96 First/ \$234.99 Add'l
4 Wire DS1 Digital Grande	\$151.50
NRC	\$568.96 First/ \$335.56 Add'l
Unbundled Loops via IDLC	To Be Negotiated
Local Switching, Per Month (Note: When ICG buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charge.)	
2 Wire Analog	\$2.00 per line
NRC	\$24.04 First/ \$9.05 Add'l
4 Wire Analog	\$3.15 per line
NRC	\$24.17 First/ \$9.63 Add'l
2 Wire DID	\$12.68 per line
NRC	\$50.00 First/ \$18.00 Add'l
4 Wire DID	\$120.00
NRC	\$145.00 First/ \$126.09 Add'l
2 Wire ISDN	\$12.50
NRC	\$75.81 First/ \$56.91 Add'l
4 Wire ISDN	\$246.00
NRC	\$113.86 First/ \$95.80 Add'l
Local Switching, Per MOU	\$0.0040 per minute
Tandem Switching	\$0.0015 per minute
Operator Systems	
Operator Call Handling-Station & Person	\$1.06 per minute
Automated Call Handling	\$0.09 per call
Busy Line Verification	\$0.54 per call
Emergency Interrupt	\$0.65 per call

Directory Assistance	
DA Access Service, per call	\$0.271744
DA Transport	Rates as set forth in BellSouth's FCC 1, Sec. 9
DA Database	
per listing	\$0.00072
monthly	\$97.39
Direct access to DA service	
NRC, Service establishment	\$1,000.00
Per Month	\$5,000.00
Per query	\$0.023
DA Call Completion, per attempt	\$0.036
Intercept, per query	\$0.0077
Dedicated Transport	
DSO IOC, facility termination, per month	\$38.37
DSO IOC, per mile, per month	\$3.95
DSO IOC, NRC	\$24.01
DS1 IOC, facility termination, per month	\$90.00
DS1 IOC, per mile, per month	\$23.00
DS1 IOC, NRC	\$100.49
DS3 IOC, facility termination, per month	\$1,200.00
DS3 IOC, per mile, per month	\$175.00
DS3 IOC, NRC	\$67.19
Shared/Common Transport	
Facility termination, per MOU	\$0.00036
Per mile, per MOU	\$0.00004
Signaling Links/ STPs	
Signaling connection link, per month	\$155.00
non-recurring	\$510.00
Signaling termination (port), per month	\$355.00
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	\$0.00365
per 800 call, with 800 Number Delivery, with complex features, per query	\$0.00431
per 800 call, with POTS Number Delivery, per query	\$0.00383
per 800 call, with POTS Number Delivery, with complex features, per query	\$0.00431
Reservation Charge per 800 Number reserved	\$27.00 - First/\$0.50 - Add'l
Establishment Charge per 800 number established w/800 Number Delivery	\$61.00 - First/\$1.50 - Add'l
Est. Charge per 800 number est. w/POTS Number Delivery	\$61.00 - First/\$1.50 - Add'l
Customized Area of Service Per 800 Number	\$3.00 - First/\$1.50 - Add'l
Multiple interLATA Carrier Routing per carrier requested, per 800 number	\$3.50 - First/\$2.00 - Add'l
Change Charge per request	\$41.00 - First/\$0.50 - Add'l
Call Handling and Destination features per 800 no.	\$3.00
Line Information Database Access Service	
Common Transport, per query	\$0.0003
Validation, per query	\$0.03800

Nonrecurring, establishment or change	\$91.00
Other SCPs/ Databases	
AIN with Mediation, per query	To Be Negotiated
Call Transport and Termination (1)	
Termination (end office switching)	\$.004
Tandem Switching, per minute	\$.0015
Transport	Network element prices for shared/ common and dedicated transport apply, as appropriate.
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.006 and composite tandem interconnection rate of \$0.007 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	
Loop Channelization	
Per System, Monthly	\$400.00
Per System, NRC-1st	\$365.92
Per System, NRC-Add'l	\$ 89.04
CO Interface, per circuit	\$ 1.15
CO Interface, NRC-1st	\$ 6.04
CO Interface, NRC-Add'l	\$ 5.81

TABLE 2

PHYSICAL COLLOCATION

(all prices are interim at this time)

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

VIRTUAL COLLOCATION

Interim Prices apply as set forth in BellSouth's Interstate Tariff, FCC 1.

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to ICG for rights-of-way shall be the lowest rate negotiated by BellSouth for existing or future license agreements. The rates charged to ICG for pole attachments, conduit, and duct occupancy shall adhere to the FCC formula for pole attachments. Interim rates are as follows:

Poles	\$4.20 per year
Conduit	\$.56 per ft., per year
Work by BellSouth Employees	Labor rate as developed in accordance - with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 4

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Residence / 6 paths	\$1.15	-
- Business / 10 paths	\$2.25	-
Each Additional Path	\$0.50	-
Per Order, per end user location	-	None

LERG Reassignment/Route Index - Portability Hub

For LERG Reassignment, Route Index - Portability Hub, and Directory Number - Route Index, the Parties agree to continue to work on interim rates that shall also be subject to the true-up based on permanent rates to be established by the Commission.

TABLE 5

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 8

South Carolina

SOUTH CAROLINA

PART IV: PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and South Carolina Public Service Commission.

2. Local Service Resale

The rates that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in South Carolina.

Residential Service	14.8%
Business Service:	14.8%

3. Unbundled Network Elements

The interim prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The interim prices that ICG and BellSouth shall pay are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The interim prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The interim prices that ICG shall pay to BellSouth are set forth in Table 3.

5.3 Poles, Ducts and Conduits - The interim prices that ICG shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 6.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces. The Party requesting a special arrangement for data access should pay the reasonable and demonstrable costs for providing the access. However, if other Parties request the same or similar access and benefit from the development, these other Parties should share the cost, and ICG would then be refunded on a proportionate share of the costs.

42. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up once BellSouth has submitted cost studies as determined by the Commission.

BELLSOUTH/ICG RATES - SOUTH CAROLINA **UNBUNDLED NETWORK ELEMENTS**

(All rates are interim, subject to true-up based on prices developed pursuant to BellSouth cost study submission)

Network Interface Device, Per Month	\$.59
Loops, including NID	
2 Wire Analog VG Loop, per mo.	\$18.00
Non recurring	\$51.20
4 Wire Analog VG Loop, per mo.	\$28.80
Non recurring	\$51.20
2W ADSL/HDSL Loop, per mo.	\$18.00
Non recurring	\$51.20
4W HDSL, Loop, per mo.	\$28.80
Non recurring	\$51.20
2 Wire ISDN Digital Grade Loop, per mo.	\$28.80
NRC	\$51.20
4 Wire DS1 Digital Grade Loop	\$77.39
NRC, First	\$300.00
NRC, Add'l	\$250.00
Loop Channelization System	
Per System, per month	\$400.00
NRC	\$525.00
Per voice interface, per month	\$1.15
NRC	\$8.00
Local Switching, Per Month	
2 wire	\$1.99
NRC First	\$3.50
NRC Add'l	\$3.50
4 wire	\$2.28
NRC First	\$3.50
NRC Add'l	\$3.50
2 wire ISDN	\$11.73
NRC First	\$50.00
NRC Add'l	\$50.00
2 wire DID	\$12.08
NRC First	\$50.00
NRC Add'l	\$50.00
4 wire ISDN	\$270.36
NRC First	\$75.00
NRC Add'l	\$75.00
4 wire DS1, with DID Capability	\$130.23
NRC First	\$60.00
NRC Add'l	\$60.00
Hunting, per line, per month	\$0.12
Hunting, per line, NRC	None
Local Switching, per MOU	
VG Per Minute of use	\$.00221

Dedicated Transport		
DS1, facility termination	\$59.75	
DS1, per mile	\$1.60	
NRC	\$100.49	
DS3, facility termination	\$600.00	
DS3, per mile	\$40.00	
DS3, NRC	\$67.19	
Digital X-Connect		
DCS 3/3, 3/1, 1/0	TBD	
Common Transport		
Facility termination, per MOU	\$.00036	
Per mile, per MOU	\$.000012	
Tandem Switching	\$.003172	
CCS7 Signaling Transport Services		
56 kbps Links, per month	\$155.00	
CCS7 Port, per STP, per month	\$355.00	
CCS7 Port, per STP, NRC	\$510.00	
Signal Transfer Points		
Call Set-up message	\$.000023	
TCAP Message	\$.000050	
Signaling Usage Surrogate, per 56 kbps facility. When signaling usage measurement capability exists, CCS7 signaling usage will be billed on a per signaling message basis. When measurement capability does not exist, CCS7 signaling usage will be billed on a per 56 kbps basis.	\$395.00, per month	
Signal Control Points		
LIDB, common transport, per query	\$.0003	
Validation, per query	\$.038	
NRC, per point code established or changed	\$91.00	
Toll Free Data Base		
Per 800 call with 800 No. Del., per query	\$.00115	
with optional complex features, per query	\$.0012	
Per 800 call with POTS No. Del., per query	\$.00115	
with optional complex features, per query	\$.0012	
NRC Reservation charge, per 800 number reserved	First \$5.00	Add'l. \$.50
NRC Establishment charge, per 800 number established with 800 or POTS Number Delivery	First \$5.00	Add'l. \$1.50
Change charge, per request	First \$5.00	Add'l. \$.50
Customized area of service, per 800 number	First \$3.00	Add'l. \$1.50
Multiple interLATA carrier routing, per carrier requested, per 800 number	First \$3.50	Add'l. \$2.00
Call handling and destination features, per 800 number	First \$3.00	Add'l. \$3.00
Calling Name (CNAM) Query Service, per query	\$0.016	
AIN, per signaling message	\$0.0006	

Operator Systems	
Operator Call Handling, per MOU	\$1.17
Call Completion Access Termination Charge, per call attempt	\$.08
Automated Call Handling	
BST LIDB	\$.15
Foreign LIDB	\$.15
Directory Assistance, per call	\$.25
DA Call Completion, per attempt	\$.25
Call Completion Access Termination Charge, per completed call	\$.08
Intercept, per query	\$.30
Busy Line Verification, per call	\$.90
Emergency Interrupt, per call	\$.97
Directory Assistance	
DA Database Service	
per listing	\$.035
monthly	\$150.00
Direct Access to DA Service	TBD
DA transport	
switched local channel, DS1 level	\$133.81
NRC, first	\$866.97
NRC, Add'l	\$486.83
Switched dedicated DS1 level	
per mile per month	\$23.50
facility termination, per month	\$90.00
NRC	\$100.49
DA common transport	
per DA call	\$.0003
per DA call mile	\$.00004
Tandem switching	
per DA call	\$.00055
DA Interconnection, per DA Access Service Call	.000269
NRC, per trunk or signaling connection	
First	\$915.00
Additional	\$100.00
Unbundled Exchange Access IOC	
Voice Grade Analog IOC	
0-8 mi, per month, fixed	\$16.89
per mile per month	\$.007
9-25 mi, per month, fixed	\$16.89
per mile per month	\$.007
> 25 mi, per month, fixed	\$18.26
per mile per month	\$.0775
NRC	\$10.00

Call Transport and Termination	
End Office Switching, per MOU	\$.00221
Tandem Switching, per MOU	\$.003172
Common Transport, per MOU	\$.00036
Common Transport, per mile per MOU	\$.000012
Note: The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.006 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	
Dark Fiber	
Per each four-fiber dry fiber arrangement	
NRC - First	\$1,000.00
NRC - Additional	\$1,000.00
Per each fiber strand per foot, per month	\$.0456
Selective Routing	
Per line or PBX trunk, one-time charge	\$5.00

TABLE 2

**RATES FOR PHYSICAL COLLOCATION
(prices are interim, subject to true-up)**

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

RATES FOR VIRTUAL COLLOCATION

Rates, terms, and conditions as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). ICG may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d). Following are interim rates for occupancy:

Poles, per attachment, per year	\$4.20
Conduits, per foot, per year	\$.56
Work performed by BellSouth Employees	Labor rate developed in accordance with FCC Accounting rules for work performed by BellSouth Employees.

TABLE 5

INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths	\$1.50
-Residence Line, per number ported, 6 paths	\$1.25
-Additional capacity for simultaneous call forwarding, per additional path	\$.50
-Rate per order, per end-user location	\$25.00

For LERG Reassignment, Route Index-Portability Hub, and Directory Number-Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for number portability to be established by the South Carolina Public Service Commission.

TABLE 6

RECORDED USAGE DATA
(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001

Attachment 11
Exhibit 9

Tennessee

TENNESSEE

PRICING

1. General Principles

All services currently provided hereunder (including resold Local Services), Network Elements, Combinations and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. Local Service Resale

The prices that ICG shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
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Telecommunications Services without Operator and Directory Assistance Service:	21.56%
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3. Unbundled Network Elements

The prices that ICG shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

The prices that ICG shall pay to BellSouth are set forth in Table 1.

5. Ancillary Functions

5.1 Collocation - The prices that ICG shall pay to BellSouth are set forth in Table 2.

5.2 Rights-of-Way - The prices that ICG shall pay to BellSouth are set forth in table 3.

5.3 Poles, Ducts and Conduits - The prices that ICG shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

7. **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 6.

8. **Electronic Interfaces**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **Interim Pricing**

Any interim or proxy prices referenced above will remain in effect until cost studies compliant with the decisions by the United States Court of Appeals for the Eighth Circuit in the appeals of the FCC's Order and Rules can be completed and reviewed by the Tennessee Regulatory Authority.

TABLE 1

BELLSOUTH/ICG INTERIM RATES-TENNESSEE

UNBUNDLED NETWORK ELEMENTS

(all prices are subject to true-up)

Network Interface Device, Per Month	\$0.56
Loops, including NID, Per Month	
2 wire	\$18.00
NRC	Appropriate charge from BST GSST A4.3.1
4 wire	\$18.00
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	\$18.00
NRC	Appropriate charge from BST GSST A4.3.1
DS1	TBD following BellSouth cost submission
NRC	TBD following BellSouth cost submission
Loop Channelization System (C.O.)	
Per System, per month	\$493.00
Per System, NRC	\$525.00
C.O. Channel Interface, per circuit, per month	\$1.46
NRC	\$8.00
Local Switching, Per Month	
2 wire	\$1.90
NRC	Appropriate charge from BST GSST A4.3.1
4 wire (Coin)	\$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	\$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire DID	\$12.68
NRC	Appropriate charge from BST GSST A4.3.1
DS1 DID	\$120.00
NRC	To be negotiated
4 wire ISDN	\$308.00
NRC	To be negotiated
Local Switching	
Per minute of use	\$0.0019
Line Class codes for Selective Routing	Price shall be as determined by the TN Regulatory Authority.
End Office Switching	
Local termination	\$.0019 per minute

Tandem Switching	\$0.000676 per minute
Operator Systems	
Operator Call Handling- Station & Person, per call	\$0.30
Automated Call Handling, per call	\$0.15
Directory Assistance	\$0.25
DA Call Completion	\$0.12
Intercept	\$0.15
Busy Line Verification	\$0.90
Emergency Interrupt	\$1.95
Dedicated Transport	
DS1 Local Channel	\$133.81
NRC First	\$868.97
NRC Add'l	\$486.83
DS1 Interoffice Channel, facility termination	\$90.00
, per mile	\$23.00
, NRC, First/Add'l	\$100.49
DS0 Interoffice Channel, facility termination	\$38.37
, per mile	\$1.90
, NRC	If any, to be determined
Voice Grade Transport, per month	\$27.00
, per month per mile (1-8)	\$1.90
, per month per mile (9-25)	\$1.90
, per month per mile (> 25))	\$1.90
, NRC	\$96.00
Common Transport	
facility termination, per minute	\$0.00036
per minute, per mile	\$0.00004
Signaling Links	
A link	\$155.00 per link per month
non-recurring	\$510.00 per link
D link	Not available pending development of mediation device
non-recurring	\$510.00 per link
Signal Transfer Points	
ISUP	\$0.000023 per message
TCAP	\$0.00005 per message
port	\$355.00 per port
usage surrogate	\$395.00
Service Control Points	
LIDB transport, per query	\$0.0003
LIDB validation, per query	\$0.038
NRC, each	\$91.00
800/888	\$0.004 per query
NRC Reservation charge, per 800 number reserved	\$30.00 first, \$0.50 add'l
NRC Establishment charge, per 800 number established with 800 Number Delivery	\$67.50 first, \$1.50 add'l

NRC Establishment charge, per 800 number established with POTS number delivery	\$67.50 first, \$1.50 add'l
NRC Change charge, per request	\$48.50 first, \$0.50 add'l
Service Control Points (cont'd)	
NRC customized area of service, per 800 number	\$3.00 first, \$1.50 add'l
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	\$3.50 first, \$2.00 add'l
NRC call handling and destination features, per 800 number	\$3.00 first, \$3.00 add'l
AIN	To be determined upon development of mediation device
Call Transport and Termination (1)	
Transport	Common and dedicated transport rate elements apply.
Tandem switching, per minute	\$0.000676
End Office switching, per minute	\$0.0019
(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	\$241.00
Per each four-fiber dry fiber arrangement	\$1,808.19 First \$922.95 Add'l
Electronic Interfaces	Reimbursement for operational interfaces shall be determined by the TN Regulatory Authority

PHYSICAL COLLOCATION

(all prices are interim at this time)

Rates, terms and conditions for Physical Collocation are in Attachment 4, Physical Collocation Master Agreement.

VIRTUAL COLLOCATION

(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

TABLE 3

RIGHTS OF WAY

(all prices are interim at this time)

The rates charged to ICG for rights-of-way shall be the lowest rates negotiated by BellSouth for existing license agreements.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to ICG for pole attachments, conduit and duct occupancy shall be those that adhere to the FCC formula for pole attachments.

TABLE 5

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding:

Residential	\$1.25 per line, one path
Business	\$1.50 per line, one path
Each additional path	\$.50
Non recurring charge to establish	\$25.00

Remote Call Forwarding

LERG Reassignment

**Price shall be as determined by
the Tennessee Regulatory
Authority**

Route Index - Portability Hub

**Price shall be as determined by
the Tennessee Regulatory
Authority**

Directory Number - Route Index

**Price shall be as determined by
the Tennessee Regulatory
Authority**

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	\$0.008
Message Distribution, per message	\$0.004
Data Transmission, per message	\$0.001

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND ICG TELECOM GROUP, INC.
DATED OCTOBER 7, 1997**

Pursuant to this Agreement (the "Agreement"), ICG Telecom Group, Inc. ("ICG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 7, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. ICG and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICG will accept and pay for, Service Provider Number Portability - Route Index Portability Hubbing (SPNP-RIPH) as defined in 2.
2. This service provides an interim procedure for ICG to use to enable Service Provider Local Number Portability until Long Term Service Provider Local Number Portability is deployed. This service will be employed only until long term local number portability procedures are made available pursuant to the FCC schedule for deployment. The transition between interim and permanent number portability for BellSouth and ICG customers who have interim number portability shall be coordinated and implemented between the Parties within 90 days of the effective date of this amendment.
3. When the telephone number of an ICG customer using this service is dialed, the call is routed to the end office switch serving the dialed number. Switch translations reference a Trunk Group Route Index (TGRI) that points to a common interoffice trunk group between the serving end office switch and the appropriate BellSouth Access Tandem. The trunk group translations are configured to prefix a predetermined 1XX code to the dialed digits before transmission. This 10 to 13 digit number is sent to the Access Tandem. The 1XX code is interpreted by the Access Tandem to determine the correct trunk routing and then deleted. The call is routed to the terminating interoffice trunk group serving ICG's switch along with the remaining 7 to 10 digit called number for termination.

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4. The BellSouth Access Tandem to the ICG end office trunk group will utilize SS7 signaling protocol. Regular interoffice switching and routing will be utilized for transportation of the call from the BellSouth serving wire center to the appropriate BellSouth Access Tandem.
5. ICG will be required to open and translate the customer's directory number to the ICG switch. No interpretation or modification of the called number will be performed by the Access Tandem
6. ICG will be assigned a distinct 1XX code for routing. This code must be applied for and assigned by the appropriate BellSouth organization.
7. ICG can be served from all deployed switch types. If BellSouth determines that there is a capacity issue at the access tandem, if available, ICG will be served using other options.
8. There are no additional software or special vendor equipment requirements. Also, no known additional hardware will be necessary for deployment.
9. SPNP-RIPH shall be provided in accordance with the following Technical References:

LSLGR, TR-NWT-000505, Call Processing, Section 5.2, Call Treatments;

LSSGR, TR-NWT-000506, Signaling, Section 6.1, General;

LSSGR, TR-NWT-000506, Signaling, Section 6.2, Customer Line Signaling;

LSSGR, TR-NWT-000506, Signaling, Section 6.3.5.2, Discounts;

LSSGR, TR-NWT-000509, Maintenance, Section 9.2, Circuit and Facility Management;


LSSGR, TR-TSY-PPP560, FSD 01-02-0100, Individual Line;

LSSGR, TR-TSY-000524, FSD 04-02-0000, Direct Inward Dialing.
10. SPNP-RIPH will be ordered by ICG on behalf of its end user. Standard installation intervals apply to the service. Expedite charge may be required for shorter intervals. Repair standards will be the same as for those for the equivalent tariffed offering.

11. When an end user transfers to ICG and plans to keep his/her number, ICG will contact BellSouth's Local Carrier Service Center (LCSC) to request the transfer with number portability. The center will issue a disconnect order to close the end user's BellSouth CRIS account and an "N" order to establish a new CRIS account for SPNP-RIPH service for ICG. BellSouth will bill ICG on a CRIS bill. The Billing Name and Address on the new accounts for SPNP-RIPH will be ICG. The Listed Name and Address will be that of the end user.
12. Rates for the SPNP-RIPH service are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the executed by their respective duly authorized representatives on the date indicated below.

ICG Telecom Group, Inc.

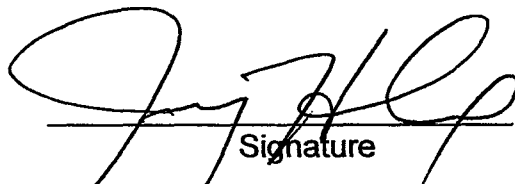

Signature

Thomas E. Allen, Jr.
Name

V.P. - Gov't and Ext. Aff.
Title

4/23/98
Date

BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrix
Name

Director - Interconnection Services
Title

4/23/98
Date

EXHIBIT A

Service Provider Number Portability - Route Index Portability Hubbing shall be available at the following rates:

<u>Category</u>	<u>Alabama</u>		<u>Florida</u>		<u>Georgia</u>	
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Functionality, Per Central Office	N/A	\$254.03	N/A	\$257.22	N/A	\$253.84
Per Tandem, Per Rearrangement	N/A	\$89.31	N/A	\$90.43	N/A	\$89.23
Per Number Ported	\$1.15	\$0.52	\$1.16	\$0.52	\$1.01	\$0.52
Per Service Order, Per Location	N/A	\$5.52	N/A	\$5.59	N/A	\$5.52
Incr. Cost of Manual Service Order	N/A	\$40.88	N/A	\$41.39	N/A	\$40.82

<u>Category</u>	<u>Kentucky</u>		<u>Louisiana</u>		<u>Mississippi</u>	
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Functionality, Per Central Office	N/A	\$254.34	N/A	\$254.61	N/A	\$254.11
Per Tandem, Per Rearrangement	N/A	\$89.41	N/A	\$89.51	N/A	\$89.33
Per Number Ported	\$1.21	\$0.52	\$1.24	\$0.52	\$1.16	\$0.52
Per Service Order, Per Location	N/A	\$5.53	N/A	\$5.54	N/A	\$5.53
Incr. Cost of Manual Service Order	N/A	\$40.93	N/A	\$40.97	N/A	\$40.89

<u>Category</u>	<u>North Carolina</u>		<u>South Carolina</u>		<u>Tennessee</u>	
	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>	<u>Monthly</u>	<u>NRC</u>
Functionality, Per Central Office	N/A	\$253.58	N/A	\$255.02	N/A	\$254.30
Per Tandem, Per Rearrangement	N/A	\$89.14	N/A	\$89.65	N/A	\$89.39
Per Number Ported	\$1.33	\$0.51	\$1.30	\$0.52	\$0.52	\$1.09
Per Service Order, Per Location	N/A	\$5.51	N/A	\$5.55	N/A	\$5.53
Incr. Cost of Manual Service Order	N/A	\$40.81	N/A	\$41.04	N/A	\$40.90

* NRC = Non-recurring Charge

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND ICG TELECOM GROUP, INC.**

Pursuant to this Agreement (the "Agreement"), ICG Telecom Group, Inc. ("ICG") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 7, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. ICG and BellSouth hereby covenant and agree as follows:

1. Until the state Public Service Commission or the FCC determines, in a final and non-appealable order, as referenced in Section 16.4, whether enhanced service provider and information service provider traffic is within the definition of Local Traffic, this traffic will be held for payment until the jurisdiction of such traffic is determined, except as noted below. The Parties will adjust, if necessary, their mutual compensation billing for local traffic termination to reflect the FCC's or Commission's decision. The period of adjustment shall be from the effective date of the original agreement dated October 7, 1997, to the date the order of the FCC or Commission becomes final and non-appealable, as referenced in Section 16.4. BellSouth and ICG will, in the interim, pay for local non-ISP/ESP traffic as specified in Attachment 3. Both parties agree to provide for fair and equitable treatment under this agreement, and BellSouth will not knowingly discriminate against ICG for the payment of reciprocal compensation for all local traffic. In particular, if BellSouth knowingly pays any CLEC for ISP/ESP traffic prior to a final and non-appealable order, then BellSouth shall pay ICG for such traffic within ten days regardless of whether there is a final and non-appealable order.
2. 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 such decision(s).
3. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

ORIGINAL

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ICG Telecom Group, Inc.

Thomas E. Allen Jr.
Signature

THOMAS E. ALLEN JR.
Name

V.P. Gov't & Ext. Aff.
Title

5/8/98
Date

BellSouth Telecommunications, Inc.

Jerry D. Hendrix
Signature

Jerry D. Hendrix
Name

Director - Interconnection Services
Title

5/11/98
Date